



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED NATIONS OFFICE ON DRUGS AND CRIME (UNODC)

AND

UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

WHEREAS the United Nations Office on Drugs and Crime (UNODC) hereby agrees to contribute funds to the United Nations Development Fund (UNDP) on a cost-sharing basis (hereinafter referred to as “the Contribution”) for the management of the construction of the drug treatment centre in Tanga - Tanzania, as described in the UNDP Project document number **78995**, titled ‘Strengthening Institutional Capacity for Gender and Human Rights Responsive Policies and Strategies to Combat HIV/AIDS in Tanzania Mainland and Zanzibar’.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation and management of the project.

WHEREAS the Government of Tanzania has been duly informed of the Contribution of the UNODC to the UNDP project.

WHEREAS UNDP shall designate the Tanzania Commission for AIDS (TACAIDS) for the implementation of the project.

NOW THEREFORE, the UNODC and UNDP hereby agree as follows:

A. SUMMARY OF ACTIVITIES

| | |
|-----------------------------|---|
| Title: | Construction of a multiservice drug dependence treatment centre in Tanga, Tanzania. |
| Start/End Dates: | 10 months upon signature of the agreement plus one year defects liability period (total of 22 months) |
| Location: | Tanga, Tanzania. |
| Contribution Amount: | US\$353,225 |

| | |
|------------------------------|---|
| Contributing Agency: | United Nations Office on Drugs and Crime (UNODC) |
| Recipient Agency: | United Nations Development Programme (UNDP) |
| Nature of Activities: | Management of the construction of multiservice drug dependence treatment centre in Tanga (Tanzania). |
| Purpose: | The United Nations Office of Drugs and Crime (UNODC) in collaboration with the United Nations Development Programme (UNDP) and the Government of United Republic of Tanzania have agreed to co-operate in the construction and the operationalisation of a multipurpose centre for drug dependence treatment and training in Tanga (Tanzania) through a UNDP programme titled 'Strengthening Institutional Capacity for Gender and Human Rights Responsive Policies and Strategies to Combat HIV/AIDS in Tanzania Mainland and Zanzibar'. |
| Annexes: | Summary of Activities. |
| Expected outcome: | Construction of the drug treatment centre within agreed deadlines and budgets and in line with national and international standards, laws, rules and regulations applicable. |

The Recipient Agency will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies and procedures, and administrative instructions, and carrying out the Activities, as described in Attachment 1 – Summary of Activities, efficiently and effectively.

B. BUDGET

The total budget for the Activities is **USD 353,225** as more fully described below.

| Summary of activities and BUDGET | Costs in US\$ |
|---|----------------------|
| Cost of the design and construction of the Treatment Centre | 300,000 |
| Contingencies on estimated design and construction costs | 14,560 |
| Costs for site assessment | 12,500 |
| Total amount of the project | 327,060 |
| UNDP Administrative Costs (8%) | 26,165 |
| Total | 353,225 |

UNDP will hire an Engineer who will be responsible for a) bill of quantity; b) drafting ToRs for the construction company; c) support and oversee the procurement process (construction company); and d) supervision and reporting of the construction process. The total fees of the Engineer have been agreed at USD 30,000 and will not be included in the overall amount of this agreement. In turn, UNODC will transfer the corresponding funds to UNDP through a Financial Authorization (FA) to which UPL arrangements shall apply.

UNODC will not be responsible for any financial commitment or expenditure made by the UNDP that exceeds the budget for the Activities. UNDP will promptly advise the UNODC any time when the UNDP is aware that the budget to carry out these Activities is insufficient to fully implement the Activities in the manner set out in the present Agreement, including its Annex(es). UNODC will have no obligation to provide UNDP with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

C. COST RECOVERY

The Recipient Agency’s support costs, determined in accordance with its cost recovery policy, will amount to US\$26,165 and will therefore be paid from the Contribution, in accordance with the budget.

D. REPORTING

Narrative reporting:

The Recipient Agency will provide the Contributing Agency with a narrative report on the progress of the Activities on a regular basis, as set out below.

| Progress report No. | Description | Target date |
|----------------------------|---|--|
| 1 | Report on site assessment | 6 weeks after signature of the agreement |
| 2 | Submission of Final drawings and BoQs | 12 weeks after signature of the agreement |
| 3 | Report on outcome of competitive process | 5 months after signature of the agreement |
| 4 | Mid-term progress report on implementation. | 12 months after signature of the agreement |
| 5 | Final report. | With final financial report |

In addition to the schedule above, the Recipient Agency will provide the Contributing Agency with a year-end narrative report on the progress of the construction, within 30 days of the end of the year.

Financial Reporting:

The Recipient Agency will provide the Contributing Agency with quarterly financial reports, prepared in accordance with the Recipient Agency’s financial regulations, rules, policies, procedures, and administrative instructions:

- Quarterly Financial Reports
- Yearly Financial Report (by 15 February (*)).
- Final Financial Report

(*) Yearly financial report submitted together with a status of construction/progress report

E. CONTRIBUTIONS

1. Funding will be released to the Recipient Agency in installments as follows:
 - a) US\$317,900 (90% of the total contribution), upon signature of the Agreement;
 - b) US\$35,325 (10% of the total contribution) upon submission of the Certificate of Completion.

UNODC acknowledges that UNDP will not pre-finance Activities. If the Contribution, or any part of it, is not received in a timely manner, the Activities may be reduced or suspended by UNDP with immediate effect.

The Contribution will be paid into the following account:

| | |
|-------------------------|--|
| Account Details: | UNDP Contribution Account |
| Currency: | US Dollars |
| Bank Address: | JP Morgan Chase Bank 1166 Avenues of the Americas, New York, USA. SWIFT Address CHASUS 33 |

Upon making such transfers the Contributing Agency will notify the Recipient Agency, (for the Attention of UNDP Resident Representative), by e-mail (registry.tz@undp.org) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributing Agency pursuant to this Agreement.

F. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights related to the Activities will belong to the United Nations. "All Intellectual Property Rights related to the activities will belong to the United Nations [and that if applicable, the relevant Government programme will enjoy a perpetual royalty-free, non-exclusive and non-transferable license to use the rights]."

G. CORRESPONDENCE

All correspondence regarding the implementation of this Agreement will be addressed to:

Representative
United Nations Office on Drugs and Crime (UNODC)
Regional Office for Eastern Africa
Nairobi, Kenya.

Resident Representative
United Nations Development Programme (UNDP)
P.O. Box 9182
Dar es Salaam, Tanzania.

H. AMENDMENTS

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two Agencies.

I. COMPLETION OF THE ACTIVITIES

The Recipient Agency will continue to hold any part of the Contribution that is unutilized at completion of the Activities until all commitments and liabilities incurred in the carrying out of the Activities have been satisfied and all arrangements associated with the Activities have been brought to an orderly conclusion.

J. TERMINATION OF THIS AGREEMENT

This Agreement will terminate upon satisfaction of all commitments and liabilities incurred in carrying out the Activities and the orderly conclusion of all arrangements associated with the Activities.

This Agreement may be terminated by either Agency at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the two Agencies will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

Termination shall not be effected on reasons of cost overruns of the budgeted amount of USD 353,225, and improper performance of tasks that are remediable by re-performance at no additional expense as tabled under Table 1 of Attachment 1,

K. REFUNDS OF UNSPENT BALANCES

Upon termination of this Agreement and following the submission of the final financial report, any unspent balance of the Contribution (where the unspent funds exceed US\$1,000) will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

L. SETTLEMENT OF DISPUTES

The two Agencies will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Agencies.

M. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the Parties and remain in force until terminated in accordance with Section J above IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

Signed: D. Thiratchawalit
D. THIRATCHAWALIT, DIRECTOR FOR MANAGEMENT
UNOV/UNODC
On behalf of:
United Nations Office on Drugs and Crime (UNODC)

Date: 29/4/15

Signed: Philippe Poinas
On behalf of:
United Nations Development Programme (UNDP)

Date: 28/4/15

SUMMARY OF ACTIVITIES

| | |
|-------------------------------------|--|
| Title: | Construction of a multiservice drug dependence treatment centre in the city of Tanga, Tanzania |
| Organizational Section/Unit: | <ul style="list-style-type: none">• UNODC Kenya and UNODC Prevention, Treatment and Rehabilitation Section• UNDP Tanzania |
| Location: | Tanga, Tanzania |
| Proposed period: | 10 months upon signature of the agreement plus one year defects liability period (total of 22 months) |
| Total funding available: | US\$ 383,225 |

1. Background:

The goal of UNODC project TREATNET phase II (GLOJ71) is to provide evidence-based drug dependence treatment and care for people affected by drug use and dependence - including HIV/AIDS prevention and care - in middle and low income countries through increased access to quality drug dependence treatment and care services. The project aims to improve the well-being and social integration of project beneficiaries.

The strategy to achieve this goal includes three synergic lines of action:

- Systematic advocacy to promote a sound understanding of drug dependence treatment and care (including HIV/AIDS prevention) and the recognition of drug dependence as a health disorder;
- Training of service providers to build their capacity to deliver sound drug treatment and HIV/AIDS prevention interventions;
- Support for the development and strengthening of drug dependence treatment services as a means to increase access and improve the quality of services provided to all those in need.

In Tanzania with limited resources, there are already many health care restraints and, therefore, limited access to treatment and rehabilitation services for drug users. In order to support drug dependence treatment services in some cases it is necessary to start with the basics and develop a site from which drug treatment services could operate. In Tanzania, UNODC is therefore supporting the construction of a drug treatment facility in the city of Tanga.

The land where to build the polyvalent center is identified as “Plot No 23 “ located in Block “B” Area Mwakidila in the city of TANGA, and extends 7.49.50 hectares and is located in the detection plane registered and numbered 61265, filed with the Office of the Director for the Detection and Mapping in Dar Es Salaam. UNODC has been requested by the City Council of Tanga to support the construction work of a multipurpose treatment centre on this plot of land and all documentation pertaining to the rights of UNODC to construct on the land will be shared with UNDP by UNODC.

2. Purpose:

It is important to find the best placed provider to develop the architectural plans that match the needs of the treatment services to be provided at the services. Therefore a consultation process needs to be facilitated by UNDP between the different experts (architects, engineers, construction services) and the future drug treatment service provider (most likely the NGO awarded the land by the government of Tanzania). UNODC has requested UNDP Tanzania to supervise the development of the respective architectural proposals and implement the actual construction of the drug treatment centre within agreed deadlines and budgets and in line with national and international standards, laws, rules and regulations applicable.

Table 1: Tasks and responsibilities related to the construction of the multipurpose centre for drug dependence treatment and training in Tanga, Tanzania.

| | Activities | UNDP | UNODC | Tentative delivery date |
|----|--|------|-------|--|
| | Provision of the general specifications of the multipurpose treatment centre | | X | 4 weeks after signature of the agreement |
| 1 | Engineering Company (incl. engineers, architects, etc) contracted following competitive process to carry out site assessment and to provide technical assistance to UNDP in the whole process. | X | | 12 weeks after signature of the agreement |
| 2 | | X | | |
| 3 | Submission of drawings and BoQs by UNDP engineer | X | | 16 weeks after signature of the agreement |
| 4 | Approval of drawings and BoQs | X | | |
| 5 | Preparation of bid documents | X | | |
| 6 | Advertising (if required) | X | | 32 weeks after signature of the agreement |
| 7 | Evaluation of bids and recommendation of contract award | X | | 10 weeks |
| 8 | Approval of contract award by relevant UNDP Procurement Authority | X | | 4 weeks |
| 9 | Contract preparation, incl. negotiations | X | | 4 weeks |
| 10 | Signing of contract | X | | |
| 11 | Contract management (incl. site supervision, quality control, etc.). | X | | 18 weeks (depends the duration of contract including liability period) |
| 12 | Final certification of completion of works | X | | 4 Weeks after completion of contract for works |
| 13 | Issuance of certificate of substantial completion of works | X | | 4 Weeks |
| 14 | Issuance of certificate of final completion of works | X | | 1 year warranty period. |

4. Expected tangible and measurable output(s):

A multipurpose centre for drug dependence treatment and training has been constructed responding to the needs of the future treatment service provider in Tanga, Tanzania and in consultation with UNODC.

5. Dates and details as to how the work must be delivered:

UNDP will ensure that as soon as the letter of agreement is signed, all the tasks outlined under Section 2 Table 1 above will be completed within the indicated timelines.

As soon as the consulting engineering company and the construction company have been selected, they have to start consulting with all involved parties (UNDP, future drug dependence treatment service provider, UNODC) to ensure the treatment centre to be constructed meets the needs and the purpose that it is being built for.

The budget needs to be within the limits of the overall total budget available for this task (US\$353,225).

UNDP will charge 8 percent of the total amount of the project.

6. Indicators to evaluate the provider's performance:

- Functional treatment and training centre has been built in Tanga, Tanzania on Plot 23
- Work delivered in a timely manner
- Work quality in line with national and international applicable standards, laws, rules and regulations
- Work delivered within the limits of the available total budget

7. Qualifications/expertise sought

- The detailed description of qualifications and expertise sought of an engineer and of the construction company needs to be defined by UNDP.

