

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME IN UGANDA
AND**

THE PARLIAMENT OF THE REPUBLIC OF UGANDA

**ON THE IMPLEMENTATION OF THE PROJECT "STRENGTHENING OVERSIGHT FUNCTIONS FOR ACCOUNTABLE SERVICE
DELIVERY" (PROJECT ID 00062241) FROM AUGUST 2011 – AUGUST 2014**

WHEREAS, the United Nations Development Programme in Uganda (hereafter "UNDP Uganda") and The Parliament of the Republic of Uganda (hereafter "The Parliament") have collaborated to intervene in the area of Accountable Democratic Governance as part of their support to the National Development Plan (NDP) and anchoring on the United Nations Development Assistance Framework (UNDAF) through the project, "Strengthening oversight functions for accountable service delivery", Project ID 00062241.

Whereas the interventions of the project "Strengthening oversight functions for accountable service delivery" will contribute to strengthening accountability mechanisms by enhancing the role of selected oversight entities in delivering on their mandate as well as enhancing the demand side of accountability. It is geared towards addressing some of the key concerns in the NDP, especially the constraints that are due to the weak public sector management and administration; with special focus on accountability and service delivery. This will be delivered through three project outputs: i) Oversight reporting on service delivery and quality of oversight reports by National Planning Authority (NPA); ii) A functional collaborative framework among national oversight entities to improve monitoring of service delivery strengthened and; iii) Participation and input of the public through Civil Society Organizations (CSOs) to demand for oversight in service delivery strengthened.

WHEREAS "The Parliament" has offered to implement the, **Project 00062241** (Results and Resources Framework and Work Plan included in the attached project document.

WHEREAS, UNDP Uganda as a Senior Supplier will avail financial resources and "The Parliament" has offered to implement the project in collaboration with National Planning Authority (NPA) and Uganda National Non Government Organizations Forum (UNNGOF) as the Responsible Parties¹.

WHEREAS, UNDP Uganda, NPA and UNNGOF (hereafter "the parties") have collaborated in the finalization of the Work plan for the project.

The Parties therefore agree as follows:

1. Implementation arrangements

1.1. Role of UNDP Uganda:

- UNDP shall provide services and facilities as described below, on the basis of a written request from "The Parliament" (the description of services and facilities by UNDP are attached in the annex to this letter of Agreement).
- The recruitment of the project staff.
- Procurement of physical equipment.
- Procurement of goods and services.

In such circumstances UNDP rules and regulations will be applied.

¹ A Responsible Party is defined as an entity that has been selected to act on behalf of the Implementing Partner on the basis of a written agreement or contract to purchase goods or provide services using the project budget. In addition, the Responsible Party may manage the use of these goods and services to carry out project activities and produce outputs. All Responsible Parties are directly accountable to the Implementing Partner in accordance with the terms of their agreement or contract with the Implementing Partner.

- UNDP will conduct a Harmonized Approach to Cash Transfers (HACT) Assessment of the Financial and Administrative Management Capacity of "The Parliament".
- Procurement of services of a firm to audit the project.
- Procurement of services of a consultant or consultancy firm to evaluate the project.
- UNDP in collaboration with "The Parliament", and NPA will monitor the project's progress towards intended outputs. UNDP will specifically support "The Parliament" in the implementation of project activities and in monitoring and evaluation (M&E) processes;
- UNDP will report on the progress of the project in accordance with UNDP reporting guidelines.
- UNDP shall recover the costs incurred for providing the support services described in Section 1.1 above by charging the administration costs attached to the project and specified in the project document.

1.2. Role of "The Parliament"

- "The Parliament" shall retain overall responsibility for the project as the Implementing Partner and shall designate a Project Manager² who will be the authority in "The Parliament" to approve and sign all the documents pertaining to the project, these will include, the work plans, the requests for advances, financial reports, and Combined Delivery Reports (CDRs).
 - "The Parliament" shall prepare progress reports on a quarterly basis (format attached). The quarterly reports shall include the activities carried by the Responsible Parties on behalf of "The Parliament".
 - "The Parliament" shall prepare financial reports on a quarterly basis using the Funding Authorization and Certificate of Expenditure (FACE) form and a final financial report at the end of the implementation period.
 - "The Parliament" shall prepare quarterly work plans. The quarterly work plans shall include the activities to be carried by the Responsible Parties on behalf of "The Parliament".
 - "The Parliament" will directly implement output 2 as follows:
 - ***A functional collaborative framework among national oversight entities to improve monitoring of service delivery strengthened by 2014***
 - "The Parliament" shall engage NPA and UNNGOF as Responsible Parties to act on its behalf, on the basis of a written agreement or contract to provide services using the project budget. NPA will provide services to implement output 1 of the project:
 - ***Oversight reporting on service delivery and quality of oversight reports by National Planning Authority improved by 2014.***
- UNNGOF will provide services to implement output 3 of the project:
- ***Participation and input of the public through CSOs to demand for oversight service delivery strengthened by 2014***
- "The Parliament", NPA and UNNGOF shall participate in all the procurement of goods and services as well as in the recruitment of the project personnel for the project.

2. Financial Arrangements

The National Execution (NEX) Direct Cash Transfers using quarterly Advances will be the preferred modality for financial implementation based on the HACT assessment and Requests for Direct Payment (RDP) will be the alternative financial modality. Quarterly advances will be transferred to "The Parliament" in its capacity as the Implementing Partner for the obligations and expenditures to be made in support of activities agreed in the Work Plan attached to this letter of agreement.

² The Project Manager shall be held accountable for the day to day management and operations of the project. S/he is responsible for ensuring that the project produces the outputs and results specified in the project document- to the required standard of quality and within the specified constraints of time and cost.

2.1. UNDP

- UNDP Uganda will provide the required financial resources for support to the implementation of the activities agreed in the attached work plan and budget.
- Based on the project document (copy attached), UNDP will provide funding to "The Parliament" based on the agreed annual work plan over the project period. Funding shall be released based on service delivery level, absorptive capacity and accountability evidence from previous funds received from UNDP within the project life cycle.
- The funds will be disbursed as advances to "The Parliament" on a quarterly basis upon submission of a quarterly Work Plan and recurrent financial accountabilities by "The Parliament" to UNDP Uganda.
- UNDP Uganda shall not be responsible for expenses incurred by "The Parliament" beyond the agreed budget or the scope of the activities of the Work Plan.
- UNDP Uganda will closely monitor the implementation in order to verify the correct use of the advanced funds for achieving of immediate results and expected outputs as per the project document and work plan. UNDP Uganda will monitor the amounts to be advanced to the project, according to the planned activities in any period.
- UNDP shall be responsible for carrying out routine project audits.

2.2. "The Parliament"

- "The Parliament" will administer the resources provided by UNDP Uganda, being responsible for all direct payments generated by the implementation of the activities indicated in the Work Plan and budget.
- "The Parliament" shall open a separate bank account for the project.
- "The Parliament" and the Responsible Parties shall apply an administrative cost rate not exceeding between 3% and 7% of the total project budget. Approval of administrative costs shall be subject to receipt of satisfactory justification, including actual break down of incurred costs.
- Requests for advances should be prepared in line with the project Work Plan, and must be signed by the implementing partner or the designated project personnel (Project Manager).
- The funds advanced to the project are under the total responsibility of "The Parliament" as the Implementing Partner and must only be used for the activities and inputs stated in the work plan, and following UNDP's policies and procedures.
- At the end of the implementation period, "The Parliament" will provide to UNDP Uganda, an end of Project Review Report together with the detailed progress and financial report of the expenditures incurred and activities undertaken for the entire life span of the project. The expenditures shall include those of the Responsible Parties implementing specific outputs on "The Parliament's" behalf.
- "The Parliament" shall not make any financial commitments or incur any expenses which exceed budgeted amounts. "The Parliament" shall promptly advise UNDP any time when "The Parliament" is aware that the estimated budget is insufficient to fully implement the project activities. UNDP shall have no obligation to provide "The Parliament" with any funds or to make any reimbursement for expenses incurred by "The Parliament" in excess of the budgeted amounts. "The Parliament" must keep a good system of accounting recording and appropriate filing of financial documentation on the project (in order to maintain records of all payments made with advances and original expenditure backup documentation).
- The Project Manager shall sign the Financial Report or the Funding Authorization and Certificate of Expenditures (FACE) for purposes of requesting for funds and reporting on expenditures. The FACE form shall be submitted to UNDP not later than the 15th day after the end of quarter or the year.
- The Project Manager shall approve and sign the Combined Delivery Report (CDR) at the end of the year. The CDRs shall have all the expenditures of the project including the direct payments at UNDP, the expenditures by "The Parliament" and the expenditures by the Responsible Parties on behalf of "The Parliament".
- "The Parliament" will reimburse to UNDP unspent amounts if any; at the end of each year for reprogramming and at the end of the project period.
- All project reports and related documents including publicity materials shall bear the logo of UNDP and acknowledge the financial support extended to "The Parliament" by UNDP.



3. "The Parliament" shall be fully responsible for carrying out, with due diligence and efficiency, of all services in accordance with its Financial Regulations and Rules.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of "The Parliament" shall not be considered in any respect as being the employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of "The Parliament" or its personnel, or of its contractors or their personnel, in performing the Services or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by "The Parliament", and its personnel as a result of their work pertaining to the project.
5. The personnel assigned by "The Parliament" to the activity and under contract with "The Parliament" shall work and shall remain accountable to "The Parliament" for the manner in which assigned functions are discharged under "The Parliament" regulations and rules.
6. For any matters not specifically covered by this Letter, the Parties shall ensure that those matters will be resolved in accordance with the provisions of the UNDP regulations, procedures and rules.
7. The arrangements described in this Letter will remain in effect until the orderly completion of the Project, or until terminated in writing (with 15 days notice) by either party. "The Parliament" shall not be made to refund amounts which were properly and irrevocably committed in accordance with provisions of the financial Regulations and Rules of UNDP.
8. Any amendment to this Letter shall be effected by mutual agreement, in writing.
9. Except as provided in paragraph 6 above, any dispute between the Implementing Partner and the United Nations agency arising out of or relating to this letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the two arbitrators so appointed a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.
10. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to [Mr. Lebogang MOTLANA, Country Director, UNDP, PLOT 11 YUSUF LULE ROAD, Nakasero, Uganda].

11. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall there by constitute the basis for your ["THE PARLIAMENT"] participation in the implementation of the project.

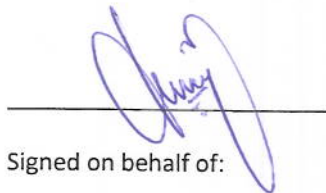




Signed on behalf of UNDP
Lebogang Motlana
Country Director

27/09/2011

Date:



Signed on behalf of:

Implementing Partner
("The Parliament")

26/09/2011

Date:

ANNEXES

1. Project Document
2. Annual Work plan
3. Procurement Plan
4. Description of Services and Facilities for the work to be performed by UNDP on behalf of "The Parliament".
5. Schedule of services, facilities and payments
6. Sample Progress Report Format.
7. Funding Authorization and Certificate of Expenditure (FACE) form.

ANNEXES 2: ANNUAL WORK PLAN

Project name: STRENGTHENING OVERSIGHT FUNCTIONS FOR ACCOUNTABLE SERVICE DELIVERY
Project number: 00062241
Year: 2011
Implementing Partner: PARLIAMENT OF UGANDA
Responsible Party: NPA, UNNGOF

EXPECTED OUTPUTS <i>And baseline, indicators including annual targets</i>	PLANNED ACTIVITIES <i>List activity results and associated actions</i>	TIMEFRAME				RESPONSIBLE PARTY	Funding Source	PLANNED BUDGET	
		Q1	Q2	Q3	Q4			Budget Description	Amount in US \$
Output 1: Oversight reporting on service delivery and quality of oversight reports by National Planning Authority improved by 2014 Activity Result: Number of reports to NPA with Service delivery standards incorporated Baseline i. Current staff training Indicators i. CNA draft ii. CNA report	1.1 Carry out a capacity assessment of the NPA and develop a capacity building programme i. Develop capacity assessment tools ii. Conduct the capacity assessment iii. Summarize and interpret results iv. Designing capacity development strategies v. Coordination				X	NPA	UNDP	i. Meeting costs of team to design methodology ii. Meeting costs for assessing capacity iii. Consultancy costs iv. data analysis v. report writing vi. stationery, vii. fuel viii. other supplies	77,600

<p>Baseline</p> <ul style="list-style-type: none"> i. Current institutional set up ii. Current collaboration arrangements <p>Indicators</p> <ul style="list-style-type: none"> i. Meetings ii. Operational interagency framework 	<p>1.2. Institutional linkages among NPA, Parliament and National UNGGOF established.</p> <ul style="list-style-type: none"> i. Review of existing institutional arrangements ii. Conduct consultative workshops iii. Conduct inaugural partnership meetings to agree on the modus operandi of partnerships iv. Administrative costs 				X	NPA	UNDP	<ul style="list-style-type: none"> i. coordination, ii. stationery, iii. fuel, iv. meeting costs 	10,715
<p>Sub total</p>									112,949

<p>Output 2: <i>A functional collaborative framework among national oversight entities to improve monitoring of service delivery strengthened by 2014</i></p>	<p>2.1. Engage a Consultant to carry out a capacity needs. Draw TORs for the CNA</p> <p>i. Engage consultant</p> <p>2.2 CNA Validation Workshop</p> <p>2.3. Conduct Committee oversight field visits</p> <p>i. Select nine(9) major Govt. programmes from any region to be visited by the relevant committees</p> <p>ii. Draw checklist for issues to be assessed for service delivery while in the field</p> <p>iii. Facilitate nine (9) Parliamentary Committee oversight visits</p>		<p>X</p> <p>X</p> <p>X</p>	<p>PARLIAMENT</p>	<p>UNDP</p>	<p>i. Consultancy fees</p> <p>ii. Refreshments</p> <p>i. Vehicle hire and fuel</p> <p>ii. Per diem</p> <p>iii. Rapporteur Costs</p> <p>i. Refreshments in the field</p> <p>ii. Accommodation and meals</p> <p>iii. Out of pocket</p>	<p>19,115</p> <p>19,136</p> <p>117,526</p>
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	<p>2.4. Monitoring tool for service delivery</p> <ul style="list-style-type: none"> i. Draw TORs for M&E Tool ii. Advertise for consultancy services iii. Engage a consultant iv. Validate Report 			X	PARLIAMENT	UNDP	<ul style="list-style-type: none"> i. Consultancy fees ii. Refreshments iii. Honoraria iv. Media 	37,805
	<p>2.5. Set up National Oversight Working Group</p> <ul style="list-style-type: none"> i. Identify working desks in the oversight entities ii. Form working teams iii. Hold five (5) consultative meetings iv. Produce draft consultative work plan 			X	PARLIAMENT	UNDP	<ul style="list-style-type: none"> i. Accommodation and meals ii. Resource persons iii. Transport iv. Out of pocket v. Refreshments vi. Stationery 	15,455
	<p>2.6. Parliamentary outreach programme</p> <ul style="list-style-type: none"> i. Identify and strengthen linkages with local councils ii. Organize four (4) outreach programmes one per region covering a minimum of 15 districts 			X	PARLIAMENT	UNDP	<ul style="list-style-type: none"> vii. Accommodation and meals viii. Resource persons ix. Transport x. Out of pocket xi. Refreshments xii. Stationery 	81,473
	SUB TOTAL							290,510

<p>Output 3 Participation and input of the public through CSOs to demand for oversight service delivery strengthened by 2014</p> <p>Baseline: <i>inadequate participation of public in demanding for accountability</i></p> <p>Indicators: <i>Level of participation and interest in accountability issues</i></p> <p>Targets: <i>Countrywide CSO service delivery oversight mechanism set up and functional</i></p>	<p>1. Activity Result- Assessment of CSOs capacity performing oversight Activity Action-</p> <p>Develop Concept Note</p> <p>Organize 4 regional meetings to assess CSO Capacity</p> <p>Produce and Disseminate report</p> <p>2. Activity Result: Tools for CSO monitoring of NDP Developed Activity Action: Develop TORs</p> <p>Retain a process consultant for development of a robust monitoring framework including development of key indicators, sampling framework, and tools</p> <p>Set up a core technical team to advice and validate process</p> <p>Pre-testing tools and finalization</p> <p>Publish CSO NDP monitoring strategy and tools</p> <p>Publish NDP popular version</p> <p>3. Activity Result: Citizen capacity to undertake oversight enhanced Activity Action:</p>	<p>1. Activity Result- Assessment of CSOs capacity performing oversight Activity Action-</p>	<p>X</p> <p>X</p> <p>X</p>	<p>UNNGOF</p> <p>UNNGOF</p> <p>UNNGOF</p>	<p>UNDP</p> <p>UNDP</p> <p>UNDP</p>	<p>Staff time for activity</p> <p>Workshops Costs for venue, accommodation for upcountry, meals and refreshments, transport and facilitation</p> <p>Contractual services Printing and dissemination costs</p>	<p>1000</p> <p>15,000</p> <p>3,000</p>
	<p>2. Activity Result: Tools for CSO monitoring of NDP Developed Activity Action: Develop TORs</p> <p>Retain a process consultant for development of a robust monitoring framework including development of key indicators, sampling framework, and tools</p> <p>Set up a core technical team to advice and validate process</p> <p>Pre-testing tools and finalization</p> <p>Publish CSO NDP monitoring strategy and tools</p> <p>Publish NDP popular version</p> <p>3. Activity Result: Citizen capacity to undertake oversight enhanced Activity Action:</p>	<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p>	<p>UNNGOF</p> <p>UNNGOF</p> <p>UNNGOF</p> <p>UNNGOF</p> <p>UNNGOF</p> <p>UNNGOF</p> <p>UNNGOF</p>	<p>UNDP</p> <p>UNDP</p> <p>UNDP</p> <p>UNDP</p> <p>UNDP</p> <p>UNDP</p> <p>UNDP</p>	<p>Staff time for completing the whole activity for 4 months</p> <p>Contractual services Consultancy fees for 20 days at \$ 300</p> <p>Meeting and facilitation costs for a team of ten</p> <p>Facilitation for pre-testing</p> <p>Contractual services Printing and dissemination costs</p> <p>Contractual services Printing and dissemination costs</p>	<p>500</p> <p>6,000</p> <p>800</p> <p>3,700</p> <p>2,000</p> <p>2,000</p>	

	Develop concept note, Hold preparatory meetings and other activities				x				UNNGOF	UNDP	Staff time for coordinating event for three months	2,800
	Hold national convention on corruption					x			UNNGOF	UNDP	Workshops Costs for venue, accommodation for upcountry, meals and refreshments, transport and facilitation	8,000
	Disseminate Convention Communiqué					x			UNNGOF	UNDP	Costs for dissemination	1,000
	4. Administrative Costs				X				UNNGOF	UNDP	costs for stationery, utilities, fuel etc	4,000
												50,000
SUBTOTAL												
TOTAL												462,949

ANNEXES: 3 PROCUREMENT PLAN

Project Name: Strengthening Oversight Functions for Accountable Service Delivery
Prepared by: Implementing Agency; Parliament of Uganda
Date: October – December 2011

Description of goods, services	Unit of measure	Quantity	Estimated unit price in US\$	Available budget in US\$	Method of procurement	Evaluation criteria	Justification for non-competitive procurement	Start of Activity	Completion of Activity	Responsible Authorities
Procure Consultant to carry out a Capacity Needs Assessment of Parliament and Parliamentary Committees.	Services	1consultant/ 72 man days	265	19,115	Request for Proposal (RFP)	Technical/Cost		Oct 2011	Nov 2011	Parliament
Procure Consultant to carry out a capacity needs assessment of NPA	Services	1consultant/ man days	265	77,600	Request for Proposal (RFP)	Technical/Cost		Oct 2011	Nov 2011	NPA
Procure Consultant to develop a monitoring tool for service delivery	Services	1consultant/ man days	265	37,805	Request for Proposal (RFP)	Technical/Cost		Nov 2011	Nov 2011	Parliament
Procure Consultant to develop a monitoring Framework for UNNGOF	Services	1consultant/ 23man days	265	6,000	Request for Proposal (RFP)	Technical/Cost		Nov 2011	Dec 2011	UNNGOF
Procure printing and publishing services for Field Reports	Services	500	10	5,000	Request For Quotations (RFQ)	Cost		Oct 2011	Nov 2011	Parliament
Procure Printing and publishing services for CSO NDP Tools & NDP popular version.	Services	400	10	4,000	Request For Quotations (RFQ)	Cost		Nov 2011	Dec 2011	UNNGOF

ANNEX 4: Description of Services and Facilities for the work to be performed by UNDP on behalf "The Parliament"
Project name: STRENGTHENING OVERSIGHT FUNCTIONS FOR ACCOUNTABLE SERVICE DELIVERY
Project number: 00062241

Capacity building support, Audit, monitoring and evaluation

Actions

- i. Provision of capacity building support
- ii. Continuous monitoring of progress & performance;
- iii. Financial Audit.

Description of Inputs:

<u>Project Inputs</u>	<u>Amount in US</u>
1 - Contracts (UN Volunteer)	15,000
2 - Travel (Monitoring of progress and performance)	20,000
3 - Other (DSA, meeting costs, workshops, training seminars, conference facilities)	10,000
	Total 45,000

Capacity building support, Audit, monitoring and evaluation

Actions

- Provision of capacity building support.
- Continuous monitoring of progress & performance.
- Financial Audit.

Country: _____
Programme Code & Title: _____
Project Code & Title: _____
Responsible Officer(s): _____
Implementing Partner: _____

Currency: _____

Section 2 (Activity Description)

Activity Description from AWP with Duration

Section 3

Coding for UNDP, UNFPA and WFP

Section 4

Authorised Amount MM-MM YYYY A	Actual Project Expenditure B	Expenditures accepted by Agency C	Balance D = A - C

Section 5

New Request Period & Amount MM-MM YYYY E	Authorised Amount F	Outstanding Authorised Amount G = D + F

CERTIFICATION

The undersigned authorized officer of the above-mentioned implementing institution hereby certifies that the funding request shown above represents estimated expenditures as per AWP and itemized cost estimates attached. The actual expenditures for the period stated herein has been disbursed in accordance with the AWP and previously approved itemized cost estimates. The detailed accounting documents for these expenditures can be made available for examination, when required.

Prepared by: Chris A. Kwaya-Kwanya Name: _____
Date Submitted: _____ Title: _____

Accounting Officer: C.A. Kwaya-Kwanya Name: _____
Title: _____

FOR AGENCY USE ONLY:

Approved by: _____

Name: _____
Title: _____
Date: _____

FOR ALL AGENCIES

Account Changes	Liquidation Information
CAG Ref. CRQ	CAG Ref. CRQ
CRQ ref. Voucher ref.	ref. JV ref.
CRQ CAG GL:	DCT Amount
Training (762010)	0
Travel (762020)	0
Mgs. & Confs. (762130)	0
Sal. & Sup. Costs (761030)	0
Const. - Proj. Prem (761040)	0
Other CAG (761010)	0
Total	0

FOR UNFPA USE ONLY

New Funding Release	
Activity 1	0
Activity 2	0
Total	0

ANNEX 6: QUARTERLY PROGRESS REPORT TEMPLATE

Output	Quarter Target	Achievement focusing on results	Resources			Implementation issues Challenges and opportunities, (Annex: Updated risk log, issues log, lessons learnt log)	Recommendations
			Quarter Budget	Amount Utilized	Balance		