

**STANDARD LETTER OF AGREEMENT BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME IN UGANDA  
AND  
UGANDA TOURISM BOARD (UTB)**

**ON THE IMPLEMENTATION OF THE PROJECT: "SUPPORT TO DEVELOPMENT OF INCLUSIVE MARKETS IN  
TOURISM"**

**PROJECT NO.: 00079649; FROM AUGUST 2011 TO DECEMBER 2014**

WHEREAS, the United Nations Development Programme in Uganda (hereafter "UNDP Uganda") and Uganda Tourism Board (UTB) have collaborated to intervene in the area of Growth and Poverty Reduction as part of their support to Uganda's National Development Plan (NDP) anchoring the United Nations Development Assistance Framework (UNDAF) and the United Nations Country Programme Action Plan (CPAP 2011-2014) through the project, "Support to Development of Inclusive Markets in Tourism", PROJECT ID: 00079649

WHEREAS, the interventions of the project "Support to Development of Inclusive Markets in Tourism" aim at i) Developing and operationalising market linkages; ii) Developing and promoting innovative pro-poor tourism products and services; iii) Building capacity of business enterprises and selected tourism support institutions.

WHEREAS, UTB has offered to implement the Project ID: 00079649 (Results and Resources framework and Work plan included in the attached project Document).

AND

Whereas UNDP Uganda as a Senior Supplier will avail financial resources and UTB has offered to implement the project in collaboration with Enterprise Uganda and Private Sector Development Companies as Responsible Parties<sup>1</sup>.

Whereas UNDP Uganda and UTB (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 the services and facilities as described below :
  - Conduct a Harmonized Approach to Cash Transfers (HACT) Assessment of the Financial and Administrative Management Capacity of UTB;
  - Recruit Project Personnel: The recruitment of the project staff will follow UNDP rules and regulations and undertaken at the request of the IP;
  - Procure physical equipment and services at the request of the IP;
  - Procure services of a firm to audit the project;

<sup>1</sup> 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.



- Procure services of a consultant or consultancy firm to review at midterm and Final Evaluations the project
  - Facilitate capacity building activities at the request of the IP
- UNDP in collaboration with UTB, Enterprise Uganda and Private Sector Development Companies will monitor the project's progress towards intended outputs. UNDP will specifically support UTB in the implementation of project activities in monitoring and evaluation (M&E) processes;
  - UNDP will report on the progress of the project in accordance with UNDP ATLAS reporting guidelines
  - UNDP shall recover the costs incurred while 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 UTB:

- UTB shall retain overall responsibility for the project as the implementing partner and shall designate a Project Manager<sup>2</sup> who will be the authority in UTB to approve and sign all the documents pertaining to the project, these will include, the work plans, the requests for advances, Requests for Direct Payments, financial reports, and Combined Delivery Reports (CDRs);
- UTB shall prepare progress reports on a quarterly basis. The format shall be shared in the orientation workshop. The quarterly report shall be a consolidation of all the activities carried out by the responsible parties during that reporting period. UTB shall be responsible for consolidating the report.
- UTB 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;
- UTB shall prepare quarterly work plans which shall include all the activities to be carried out by the responsible parties on behalf of UTB;
- UTB will take direct lead in developing and promoting innovative pro-poor tourism products and services. UTB shall engage the following Responsible Parties to act on their behalf on the basis of a written agreement or contract or Memorandum of Understanding (MOU) to provide services using the project budget:
  - Enterprise Uganda in collaboration with Private Sector Development Companies to develop and operationalise market linkages,
  - Enterprise Uganda to build capacity of selected tourism support institutions and business enterprises.
- UTB and its collaborating partners shall participate in all the procurement of goods and services as well as in the recruitment of the project personnel for the project.
- UTB shall ensure that all publications, vehicles and equipment (procured through this project), promotion material, advertisements, brochures and related material shall acknowledge and bear the logo of the United Nations Development Programme and the Government of Uganda.
- UTB shall remove UNDP Logos and decals attached to equipment vehicles upon termination and the hand-over of the equipment and vehicles.

<sup>2</sup> 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. Financial Arrangements

National Execution (NEX) Advances on quarterly basis will be the preferred modality for financial implementation based on the HACT assessment. Based on the results of the assessment, Requests for direct payment will be the alternative financial modality. Quarterly advances will be transferred to UTB in its capacity as the Implementing Partner for the obligations and expenditures to be made in support of activities agreed in the Work Plan.

### 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 UTB based on an 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.
- UNDP Uganda will provide financial allocation details to UTB based on the agreed work plan. The total funds available for the project are USD 1,250,000 (One million, two hundred fifty thousand US Dollars) over the stipulated period of the project;
- Based on the Project Document (copy attached), UNDP will provide funding to UTB 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.
- Based on the results of the Harmonized Approach to Cash Transfer (HACT) Assessment of UTB, planned and agreed funds will be transferred through quarterly advances to UTB or Request for Direct Payment by UNDP using the FACE form.
- The funds will be disbursed as advances to UTB on a quarterly basis upon submission of a quarterly work plan and recurrent financial accountabilities by UTB to UNDP Uganda;
- UNDP Uganda shall not be responsible for expenses incurred by UTB 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. UNDP Uganda will also monitor the amounts to be advanced to the project, according to the planned activities in any period.
- UNDP shall recover costs incurred while providing the support services described in section 2.1 above by charging the administration costs attached to the project and specified in the project document.

### 2.2. UTB

- UTB 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;
- UTB shall open a separate bank account for the project;
- UTB and the responsible parties shall levy administration costs not less than 3% but not exceeding 7% of the total project budget. Approval of administrative costs shall be subject to receipt of satisfactory justification including breakdown of expected costs.



- The professional fees levied by UTB and the responsible parties shall be incorporated in the programmatic activities budgets;
- 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 UTB 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, UTB will provide to UNDP Uganda a 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 UTB's behalf;
- UTB shall not make any financial commitments or incur any expenses which would exceed budgeted amounts. UTB shall promptly advise UNDP any time when UTB is aware that the estimated budget is insufficient to fully implement the project activities. UNDP shall have no obligation to provide UTB with any funds or to make any reimbursement for expenses incurred by UTB in excess of the budgeted amounts. UTB must keep a good system of accounting recording and appropriate filing of financial documentation on the project in line with UNDP guidelines (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) form for purposes of requesting for funds and reporting on expenditures; The FACE form shall be submitted to UNDP not later than the 15<sup>th</sup> day after the end of the 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 to UNDP, the expenditures by UTB and the expenditures by the Responsible Parties on behalf of UTB and;
- UTB will reimburse to UNDP unspent amounts if any, at the end of each year for reprogramming and at the end of the project period.

3. UTB 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 UTB 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 UTB 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 UTB, and its personnel as a result of their work pertaining to the project.

5. The personnel assigned by UTB to the activity and under contract with UTB shall work and shall remain accountable to UTB for the manner in which assigned functions are discharged under UTB 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 respective provisions of 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. UTB 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 UNDP 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 [UTB] participation in the implementation of the project.

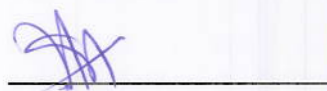


Signed on behalf of UNDP  
Lebogang Motlana  
Country Director



06/08/2012

Date:



Signed on behalf of:  
Implementing Partner  
(UTB)

30.09.11

Date:

**ANNEXES**

1. Project Document;
2. Annual work plan 2011
3. Procurement plan template
4. Description of Services and Facilities for the work to be performed by UNDP on behalf of UTB;
5. Quarterly work plan template
6. Sample Progress Report Format;
7. Funding Authorization and Certificate of Expenditures (FACE Form).



**ANNEX 1: SIGNED PROJECT DOCUMENT**

**ANNEX 2: 2011 ANNUAL WORK PLAN**

**ANNEX: 3 PROCUREMENT PLAN**



**ANNEX 4: DESCRIPTION OF SERVICES**

Project number:

Project title:

Work to be performed by UNDP:

Output : -----

Actions:

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- 

Description of Inputs:

<u>Project Inputs</u>	<u>Amount in US</u>
1.	-----
2.	-----

**ANNEX 5: SCHEDULE OF SERVICES, FACILITIES AND PAYMENTS**

Section	Budget line	Work months	Total costs (US \$)	Estimated expenditure by year		Schedule of payments		
				2011	2012	2011	2012	2013
Section 1 : Supplies, commodities, equipment and transport	Vehicles, motorcycles, equipment and furniture							
Section 3 : Other Direct Costs	Contractual Services (Finance & Audit firms)							
<i>Total</i>								

**Note:**

- The implementing partner shall be responsible for providing miscellaneous services such as secretarial assistance; postage and cable services and transportation as may be required by the United Nations agency personnel in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between the implementing partner and UNDP. Such adjustments may be made if they are in keeping with the provisions of the project document and if they are found to be in the best interest of the program or project.

**ANNEX 6: QUARTERLY WORK PLAN TEMPLATE**

Work plan for the period: \_\_\_\_\_

Expected Outputs	Planned activities	responsible party	JUL	AUG	SEP	starting source	budget description	budget in US\$	amount in US\$
Output: Baseline: Indicator Targets:									UNDP exchange rate 2480 (Shilling to the dollar)

**ANNEX 7: QUARTERLY PROGRESS REPORT TEMPLATE**

Output	Quarter Target	Achievement focusing on	Quarter Budget	Resources Amount Utilized	Balance	Implementation issues (Challenges, constraints,	Recommendations