



United States Department of State

*Assistant Secretary of State
for International Narcotics and
Law Enforcement Affairs*

Washington, DC 20520

Ms. Asako Okai
Assistant Secretary-General and
Assistant Administrator and Director, Crisis Bureau
United Nations Development Programme
304 East 45th Street, New York, NY 10017

Dear Ms. Okai:

On behalf of the United States, I am pleased to inform you that, under the authority of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, through the U.S. Department of State's Bureau of International Narcotics and Law Enforcement Affairs (INL), will provide \$1,500,000 to the United Nations Development Programme (UNDP), through UNDP's Global Programme on Strengthening the Rule of Law and Human Rights to Sustain Peace and Foster Development, intended to support the security and professionalism of Benin's corrections sector through operative capacity support, staff training, and inmate rehabilitation, thereby reducing the likelihood of radicalization and protecting the human rights of the Beninese people. INL and UNDP have identified the following project as described in the UNDP-provided project proposal for support: "Support the Promotion and Protection of Human Rights in Prisons and the Rule of Law in Benin." The INL Office of Africa and Middle East Programs has responsibility for overseeing the implementation of this funding and has assigned Yuanxing (Esther) Wu as the Program Officer in this regard. She is responsible for the management of this funding and can be reached directly at 202-285-4397 or via email at WuYE@state.gov.

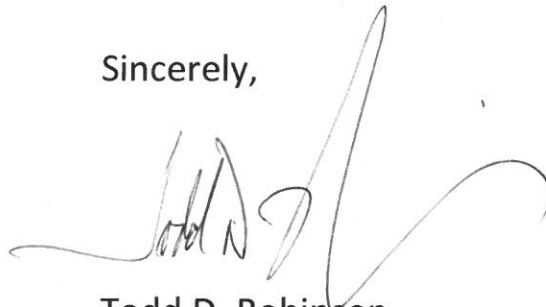
Additional terms and conditions of this Letter of Agreement are included in the attached annex and the above-referenced project proposal, both of

- 2 -

which are incorporated into this Letter of Agreement by reference herein. These terms and conditions may only be amended by mutual written agreement. The anticipated implementation period for this project is 24 months from the date of countersignature of this Letter of Agreement by UNDP. To comply with U.S. procedures for obligating these funds to UNDP, please confirm to me in writing as soon as possible your receipt of and concurrence with the terms and conditions set forth in this letter and the attached annex. Our receipt of this letter, with your countersignature below indicating your acceptance of the terms and conditions herein, will serve as the official U.S. obligation of funds.

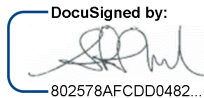
The funds provided herein will be transferred to UNDP as soon as practicable following my receipt of your acceptance.

Sincerely,



Todd D. Robinson
Assistant Secretary

Countersignature:

DocuSigned by:

802578AFCDD0482...

05-Jan-2024

Date:

Enclosures:

- 1) Fiscal Data
- 2) Annex to Letter of Agreement
- 3) Quarterly Reporting Template
- 4) UN Leahy Vetting Amendment
- 5) Outline of Activities and Budget

Fiscal Data:

OVERSEAS IO-LOA FUNDING TEMPLATE

Summary Details:

The requesting office will complete this portion of the funding template in Step (a) of IO-Clear.

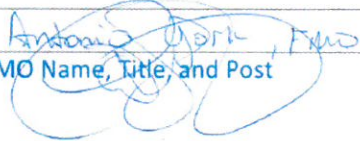
IO-LOA Project Title:	"Support the Promotion and Protection of Human Rights in Prisons and the Rule of Law in Benin"
Name of International Organization:	United Nations Development Program (UNDP)
IO-LOA Total Amount:	\$1,500,000
Funding Source:	FY 2020-2021 INL-E-WA05, FY 2022-2022 PSF, and FY 2023-2023 INL-E-WA05
Project Code:	IN13A737
Foreign Assistance Requisition Number (FA#):	FA12136837
Federal Assistance Identification Number (FAIN):	SINLEC24LA0076

Accounting Line Details:

The INL/EX/BE Analyst will complete this portion of the funding template and insert the entire template into the Letter of Agreement document Fiscal Data section before clearing in Step (g) of IO-Clear.

Acct Line#	Appropriation	Allot	FAIN/ Oblig#	BA No.	Func Code	BOC	Project	Reporting Category	Program Area	Benefitting Country	Amount
01	1911011022000J	0518	SINLEC24LA0076	0518137000	0705	4124	IN13A737	INLBL	PS.9	BEN	400,000
02	1911121022000J	0518	SINLEC24LA0076	0518237400	2788	4124	IN13A737	INLBLPSF	PS.9	BEN	500,000
03	1911121022000J	0518	SINLEC24LA0076	0518237000	2788	4124	IN13A737	INLBL	PS.9	BEN	600,000
Total Amount:											\$1,500,000

I certify funds have been committed in the financial system. The funding details are consistent with the draft IO-LOA and available for obligation once the agreement is fully countersigned.


 FMO Name, Title, and Post

12/4/23

Annex to Letter of Agreement (LOA) with UNDP

Limitations on Use of U.S. Funds

The actions to be taken and the resources to be provided by the U.S. government and UNDP are set forth in this letter and the attached project proposal. None of these funds may be used for other programs or for the benefit of countries not identified in the project description without the express written consent of the U.S. government. Future funding for extensions of these activities by the U.S. government is contingent upon the availability of duly authorized and appropriated funds, satisfactory progress toward project goals, and approval by the Department of State.

All expenditures paid with funds provided in this LOA must be incurred for only authorized activities. The terms and conditions of this LOA, including agreed upon project activities, may only be amended by mutual written agreement. If, at any time during the anticipated period of implementation, or as a result of final audit, it is determined that INL funds provided in this LOA have been expended for purposes not in accordance with the agreed upon activities, UNDP must return the amount expended to the U.S. government.

All undertakings of the U.S. government in this LOA shall be subject to any and all applicable U.S. laws and regulations, including the obligation in some cases to take appropriate measures or if necessary, to terminate assistance if a recipient organization or key individual of such an organization is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking or gross human rights violations.

Anticipated Implementation Period (AIP)

The AIP for this project is indicated in the LOA. This means that the activities authorized by this LOA are to be completed and the funding for the project fully expended not later than the AIP end date. UNDP is to alert the INL Program Officer in advance if the AIP end date needs to be extended and

provide a detailed explanation justifying any implementation delays. There is no automatic guarantee an extension will be granted should program implementation is not completed within this AIP. Except for good cause shown, all requests for AIP end date extensions are to be received by INL in writing at least 30 days prior to the end of the originally agreed AIP end date. INL and UNDP may then agree to a revised AIP. Alternatively, INL may request funds be returned to INL without delay, but not later than 60 business days following the date of the request, except for good cause shown. This project is considered concluded six months following the AIP end date unless the AIP is extended. Upon project closure, UNDP should coordinate with INL to return any unspent funds to the U.S. government.

Reduced or Terminated Funding

In the event that funding is reduced or terminated for any reason, costs already incurred or committed in good faith by UNDP will be reimbursed if they were incurred or committed prior to UNDP's receipt of notice of the effective date of that decision. Within reasonable limits, future financial commitments entered into by UNDP prior to this same receipt of notice will be covered by the funds provided by the United States for this project/program. UNDP will not pre-finance any activity. In the event of a funding gap, if no additional funding is available, UNDP will have the faculty to amend, reduce, suspend, or terminate the activities under the Project, in consultation with INL.

INL Reporting Requirement

UNDP is to provide INL with quarterly performance reports that include statistical indicator targets and results, and narrative information about activity and staffing updates from the reporting period, analysis of project performance to date (including problems), success stories, and plans for the subsequent reporting period. The indicators should be specified in the project's monitoring plan which could be included in the project proposal or provided as a deliverable within the first 30 days of the project. These indicators may be revised during the AIP by mutual agreement.

UNDP will provide INL with Performance Reports using either the Performance Report Template or directly in INL's enterprise monitoring database and accompanying Performance Report Tool, according to the option specified in the Project Proposal.

For projects using INL's enterprise monitoring database, INL will provide user accounts, training, and on-call support for use of the database and report generation tool. Indicators in the database will reflect the project's monitoring plan.

Separately, UNDP will provide INL with interim, uncertified financial reports on a quarterly basis. Financial reports should include, at a minimum, the following information: funds obligated, delivered services (paid and unliquidated), remaining unobligated balance of funds, and projected funding needed for completion.

Performance and financial reports are due 30 days after the end of a reporting period in accordance with the schedule below:

Fiscal Year Quarter	Report Range Start	Report Range End	Report Due Date
1 st Quarter	October 1	December 31	January 31
2 nd Quarter	January 1	March 31	April 30
3 rd Quarter	April 1	June 30	July 31
4 th Quarter	July 1	September 30	October 31

Final, certified financial reports will be provided by June 30 of the year following project completion, after the closing of UNDP accounts. A final narrative report should be provided to INL within six months after the end of the AIP in UNDP's format.

The costs UNDP will incur in to produce both performance and financial reporting should be included in the project proposal.

Audit Policies

UNDP agrees to furnish INL with a final financial report on activities undertaken with these funds, including accounting for funds in sufficient detail to enable INL to justify the use of this funding for these purposes. The report must be submitted to the U.S. Mission to the United Nations in New York for forwarding to the INL program office.

It is understood that financial records, including documentation to support entries on accounting records and to substantiate activities supported with these funds, will be maintained in accordance with UNDP's usual accounting procedures, which must follow generally accepted accounting practices. All such financial records must be maintained for at least three years after the final disbursement of funds under this LOA.

UNDP confirms that UNDP will be audited applying established procedures under appropriate provisions of the financial regulations and rules of the United Nations.

Overhead Costs

The funds are inclusive of the required program support cost of eight percent and all financial accounts and statements shall be expressed in U.S. dollars. The funds shall be exclusively subject to the internal and external auditing procedures laid down in the financial regulations, rules, and procedures of UNDP. The funds and activities financed therefrom shall be administered by UNDP in accordance with the applicable UNDP regulations, rules, and procedures. Accordingly, personnel shall be engaged and administered; equipment, supplies, and services purchased; and contracts entered into in accordance with the provision of UNDP's regulations, rules, and directives.

Application of U.S. Law to U.S. Government Undertakings

UNDP acknowledges that all undertakings of the U.S. government in this LOA are subject to any and all applicable U.S. laws and regulations, including the obligation in some cases to take appropriate measures or if necessary, to terminate assistance, if a recipient organization or key individual of such an organization is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking or a gross human rights violation; or to be supporting terrorism, whether directly or indirectly. This paragraph is not a waiver of the privileges and immunities accorded to UNDP and its personnel/staff/premises/records under the Convention on the Immunities and Privileges of the United Nations, subject to the reservations of the United States.¹ The Department of State does not assume liability for any third-party claims for damages arising out of this agreement.

Prohibition Against Providing U.S. Funds to or through a Known Drug Trafficker

INL is responsible for ensuring that funds allocated for this LOA are not provided to or through a known drug trafficker. UNDP will make reasonable efforts to assist INL in this regard, by:

1. providing the names of participants prior to the training so that INL can conduct appropriate law enforcement background checks; or
2. some other mutually agreed method that excludes the likelihood of known drug traffickers participating in the program.

Prohibition Against Using U.S. Funds to Support Individuals or Entities Associated with Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), S/RES/1373 (2001), S/RES/2195 (2014), S/RES/2322 (2016), S/PRST/2018/9 (2018), S/RES/2482 (2019), and S/RES/2642 (2019), both the Department of State and the

¹ Reservations per the accession document (29 April 1970) of the United States of America to the Convention on the Immunities and Privileges of the United Nations.

United Nations are firmly committed to the international fight against terrorism, and, in particular, against the financing of terrorism. It is the policy of the Department of State to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism.

For purposes of preventing terrorist financing in accordance with the commitment of INL and UNDP to the fight against international terrorism, unless otherwise agreed by the Parties, UNDP may not use INL funds to finance any contract or grant in excess of \$25,000 with an organization or individual without INL's prior review of information regarding the organization and any person with significant responsibilities for its administration. The amount of \$25,000 will be considered on individual (and not cumulative) basis for each contract in particular.

In this regard, UNDP will provide INL, as soon as the respective relevant information is available, with a list detailing the partners or vendors who have been selected by UNDP to receive funds in connection with the implementation of the project (the "List"). The List will contain the following information: name of the partner or vendor; and country of registration. UNDP will promptly notify in writing INL of any changes to the List.

If, from the perspective of INL, an entry in the List presents any concerns, INL will notify UNDP in writing accordingly. In this regard, INL will notify UNDP in writing of the status of its due diligence review no later than 15 calendar days after the submission of the List.

Where the outcome of discussions between UNDP and INL indicate that INL does not wish for INL funding to be used to fund the partner or vendor, considering the recipient (UNDP) as the ultimate and final procurement authority in the procurement process, UNDP will be free to proceed under its own responsibility with the award with funding from other source(s) and not with INL funding. Should no other funding be available for the project, UNDP and INL may engage in a discussion aiming to arrive at a mutually agreed solution, including: (a) re-designing a phase of the project in order

to allow a re-tendering process; (b) suspending a phase of the project; and/or (c) terminating the project and returning any unspent funds contributed by INL to UNDP, net of the costs incurred by the recipient in selecting the contractor, vendor, consultant, and/or implementing partner.

UNDP will maintain and provide to INL an up-to-date and accurate record of the List upon completion.

U.S. Human Rights Vetting Requirement

Consistent with section 620M of the Foreign Assistance Act, the United States requires human rights vetting to be performed for units and individuals. Further, U.S. funds shall not be provided to furnish assistance, including training, to any member or unit of security forces (including customs and border police) where there is credible information that such member or unit has committed gross human rights violations. This human rights vetting should be performed by the appropriate U.S. embassies. To this end, UNDP agrees to exercise due diligence in accordance with the Special Award Provision set out in the attachment to this LOA to assist the Department of State in ensuring its compliance with the Leahy provision. The terms and conditions set forth in the attachment are incorporated into this agreement and are binding to the Parties. UNDP will not proceed with the training of any security force member until advised by the U.S. government that human rights vetting has been successfully completed.

Fund Management and Oversight

INL contributions will be managed through UNDP's Global Programme on Strengthening the Rule of Law and Human Rights to Sustain Peace and Foster Development. For quality assurance purposes, UNDP's Rule of Law, Justice, Security & Human Rights Team will act as focal point to INL, coordinate reporting and ensure oversight for all contributions. INL's Office of Global Programs and Policy will act as the focal point to UNDP. These entities will meet on a quarterly basis to review funding implementation.

Implementers Cannot Earn Interest on U.S. Funds

U.S. law provides that any interest earned on funds provided by the United States must be returned to the United States. Accordingly, UNDP is not authorized to retain any interest earned on funds provided to UNDP under this LOA. If interest is earned on any such U.S. funds provided to UNDP, please provide INL with a year-end accounting and send via electronic funds transfer the amount of the earned interest, to the attention of the U.S. official who signed the LOA.