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LETTER OF AGREEMENT
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
MINISTRY OF ENVIRONMENT FOR THE PROVISION OF SUPPORT SERVICES

16 December 2025

Excellency,

1. Reference is made to consultations between officials of the Ministry of Environment (the "Implementing Partner") and officials of UNDP with respect to the provision of support services by the UNDP Cambodia Country Office ("UNDP Cambodia") for the Project Number 01004944, ***Advancing ABS Implementation in Cambodia*** Project (the "Project")[1].

2. UNDP Cambodia may, at the request of the Implementing Partner, provide the following support services for the activities of the Project:

(a) Assistance with reporting requirements and direct payment; provided that, in providing such support services, UNDP Cambodia shall ensure that the capacity of the Implementing Partner is strengthened to enable it to carry out such activities directly.

(b) Identification and/or recruitment of Project and programme personnel.

(c) Identification and facilitation of training activities.

(d) Procurement of goods and services.

3. UNDP shall provide support services, including any procurement of goods and services and the recruitment of Project personnel, in accordance with UNDP's regulations, rules, policies and procedures.

4. The support services to be provided by UNDP are described in detail in the Schedule hereto. This Letter and the Schedule will be attached to the Project Document. If the requirements for

[1] Please choose between "Project" and "Portfolio" as appropriate and delete the option that does not apply.

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support services by UNDP Cambodia change during the life of a project, the Schedule may be amended by mutual agreement of UNDP and the Implementing Partner, and the amended Schedule will be attached to the Project Document.

5. UNDP shall recover the costs incurred by UNDP Cambodia in providing support services from the Project. The manner and method of cost-recovery by UNDP shall be specified in the Schedule.

6. The relevant provisions of the UNDP Standard Basic Assistance Agreement with the Government signed by the two parties on 19th December 1994 (the "SBAA"), including the provisions on liability and privileges and immunities, shall apply to the provision of support services. The Implementing Partner shall retain overall responsibility for the Project. The responsibility of UNDP Cambodia shall be limited to providing the support services described in the Schedule hereto.

7. The Implementing Party shall indemnify, defend, hold and save harmless UNDP and its officials, agents and persons performing services for UNDP from and against all suits, proceedings, claims, demands, losses and liability of any kind, or nature brought by any third party against UNDP with respect to the support services.

8. In addition to the indemnification obligations set forth in this paragraph, the Implementing Party shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this paragraph, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

9. UNDP shall advise the Implementing Party about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Implementing Party shall have sole control of the defence of any such suit, proceeding, claim or demand and all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its choosing.

10. Nothing in or relating to this LOA shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

11. The provision of the support services may be suspended or terminated by UNDP in the event that the Project or the Implementing Partner's management of the Project is suspended or terminated.

12. Notwithstanding paragraph 11 above, UNDP may suspend or terminate this Letter, in

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whole or in part, upon written notice to the Implementing Partner if circumstances arise which, in UNDP's opinion, jeopardize the successful provision of the support services.

13. Any claim or dispute arising under or in connection with this Letter shall be addressed in accordance with the relevant provisions of the SBAA.

14. UNDP Cambodia shall submit progress reports on the support services provided and shall report on the costs incurred in providing such services, as may be requested by the Implementing Partner. The reporting will be done in accordance with UNDP's policies and guidelines on reporting.

15. Any modification to this Letter or the Schedule shall be effected by mutual written agreement of the Parties.

16. If you agree with the provisions set forth above, please sign two copies of this Letter and return both to UNDP. Upon signature by UNDP, this Letter shall constitute an agreement between the Parties for UNDP Cambodia to provide support services for the Project.

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For and on behalf of UNDP

Enrico Gaveglia

UNDP Resident Representative

Date: 18-Dec-2025

For and on behalf of the Implementing Partner

Name: H.E. Chuop Paris

Title: Secretary of State, MoE

Date: 25-Dec-2025

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SCHEDULE
DESCRIPTION OF UNDP CAMBODIA SUPPORT SERVICES

1. Reference is made to consultations between the Ministry of Environment (MoE) and UNDP with respect to the provision of support services by UNDP Cambodia for Project Number 01004944, Advancing ABS Implementation in Cambodia (the "Project").

2. In accordance with the provisions of the letter of agreement signed on and the Project Document, UNDP Cambodia shall provide the following support services for the Project:

Support services (insert description)	**Schedule for the provision of support services**	**Name of designated recipient institution (where appropriate)**	**Cost to UNDP of providing the support services (where appropriate)**	**Amount and method of reimbursement of UNDP (where appropriate)**
1.Procurement of Individual Consultants and Service Providers: • Support the Implementing Partner in the procurement of high technical expert consultants (individuals/firms). The sup port includes preparing Terms of Reference and procurement packages, managing activities, and ensuring that the consultant deliveri outputs.	4 contracts (1 IC for Terminal Evaluation and 3 companies/firms for spot check/audit)	Ministry of Environment	US$1,459.59	UNDP will directly charge the project upon receipt of the request for services from the Implementing Partner in accordance with UPL.
2. Payment processing Costs for NEX Advance to the Ministry of Environment and payment processing to consultants and external audit/spot check firms.	Ongoing throughout implementation when applicable	Ministry of Environment	US$614.40	The costs are based on UPL.
TOTAL Support Services Costs			**US$ 2,073.99**	

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3. Description of functions and responsibilities of the parties:

The Ministry of Environment, the National Implementing Partner of the project, will be responsible for the overall implementation of the project. The implementation responsibilities are laid out in the project document and will follow the multiyear workplan and budgetary arrangement prescribed in the said document.

UNDP Cambodia will, as per the current agreement, support the Ministry of Environment in its implementation of the project by providing services as listed in the above table. The UNDP support costs will be recorded and recovered as per transaction, based on the established UNDP financial rules and regulations.

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