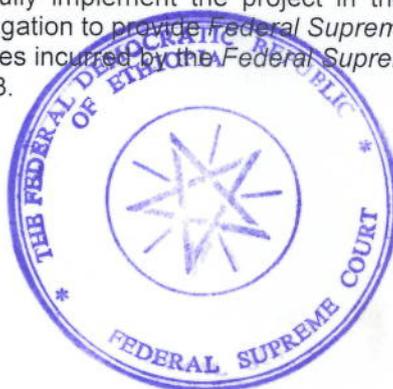


Revised: 10 Mar 2014

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
Federal Supreme Court
ON THE IMPLEMENTATION OF Project Initiation Plan for the 'Justice Sector Reform in
Ethiopia'
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Ethiopia and officials of *Federal Supreme Court* with respect to the realization of activities by the Federal Supreme Court in the implementation of the project **Project Initiation Plan for the 'Support to Judicial Reform in Ethiopia' Project No. 001103369** as specified in Attachment 1: Project Document, to which UNDP has been selected as implementing partner for selected activities agreed in advance (as reflected in the UNDP Project Implementation Plan -PIP)
2. In accordance with the Project Initiation Plan (PIP) and with the following terms and conditions, we confirm our acceptance of the activities to be provided by *the Federal Supreme Court* towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between *Federal Supreme Court* and UNDP on all aspects of the Activities.
3. *Federal Supreme Court* shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial regulations, rules and other directives, only to the extent they are consistent with UNDP's Financial Regulations and Rules. In all other cases, UNDP's Financial Regulations and Rules must be followed.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of *the Federal Supreme Court* 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 Federal Supreme Court* or its personnel, or of its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the *Federal Supreme Court*, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with the *Federal Supreme Court* shall work under the supervision of the designated official of the *Federal Supreme Court*. These subcontractors shall remain accountable to the *Federal Supreme Court* for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to the Federal Supreme Court, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. The *Federal Supreme Court* shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. The *Federal Supreme Court* shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the *Federal Supreme Court* is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in the Attachment 2. UNDP shall have no obligation to provide *Federal Supreme Court* with any funds or to make any reimbursement for expenses incurred by the *Federal Supreme Court* in excess of the total budget as set forth in Attachment 3.



8. The *Federal Supreme Court* shall submit a cumulative narrative and financial report each quarter (September 30, 2019, December 31 2019, 31 March 2020, 30 June 2020, 30 September 2020 and 31 December 2020). The report will be submitted to UNDP through the UNDP Country Director or UNDP Resident Representative within 30 days following those dates. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will include the financial report by the *Federal Supreme Court* in the financial report for **Project Initiation Plan for the ' Support to Judicial Reform in Ethiopia ' Project No. 001103369.**

9. The Federal Supreme Court shall submit such progress reports relating to the Activities as may reasonably be required by the project manager in the exercise of his or her duties.

10. The Federal Supreme Court shall furnish a final report within 3 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by the Federal Supreme Court and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.

11. Equipment and supplies that may be furnished by UNDP or procured through UNDP funds will be disposed as agreed, in writing, between UNDP and the Federal Supreme Court.

12. Any changes to the Project Document which would affect the work being performed by the Federal Supreme Court in accordance with Attachment 2 shall be recommended only after consultation between the parties.

13. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the Federal Supreme Court and UNDP.

14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of activities of the Federal Supreme Court according to Attachment 2, or until terminated in writing (with 30 days notice) by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued performance by the Federal Supreme Court unless it receives written indication to the contrary from UNDP.

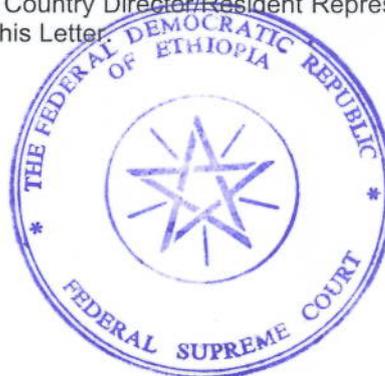
15. Any balance of funds that is undisbursed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.

16. Any amendment to this Letter shall be effected by mutual agreement, in writing,

17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to

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18. The Federal Supreme Court shall keep the UNDP Country Director/Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.



19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

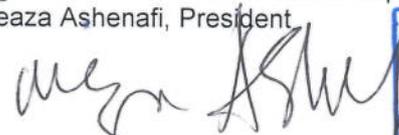
20. Any dispute between the UNDP and the Federal Supreme Court arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint 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.

21. 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 thereby constitute the basis for your institution's participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDP


Turhan Saleh, Resident Representative
September 2019

Signed on behalf of the Federal Supreme Court of the Federal Democratic Republic of Ethiopia
Meaza Ashenafi, President


September 2019

Meaza Ashenafi Mengistu
Federal Supreme Court
President

