



STANDARD LETTER OF AGREEMENT BETWEEN THE

MINISTRY OF HEALTH

AND

**UNITED NATIONS DEVELOPMENT PROGRAMME FOR THE PROVISION OF SUPPORT
SERVICES in "REDUCING UNINTENTIONAL PERSISTENT ORGANIC POLLUTANTS AND
MERCURY RELEASES FROM THE HEALTH SECTOR IN ZAMBIA"**

Background

The Zambia project components as proposed in the project document, will be implemented and carried out as an integral part of a regional project entitled "*Reducing UPOPs and Mercury Releases from the Health Sector in Africa*" which will be piloted in four countries, namely the Republic of Ghana ("Ghana"), Republic of Madagascar ("Madagascar"), United Republic of Tanzania ("Tanzania") and the Republic of Zambia ("Zambia"). The total cost of the GEF funded project is **US\$1.6 M** with co financing of **US\$ 7.5 M** from Ministry of Health

The project will promote best practices and techniques for health-care waste management with the aim of minimizing or eliminating releases of Persistent Organic Pollutants (POPs) to help countries meet their obligations under the Stockholm Convention on POPs. The project will also support these countries in phasing-down the use of Mercury containing medical devices and products, while improving practices for Mercury containing wastes with the objective to reduce releases of Mercury in support of countries' future obligations under the Minamata Convention. Finally, because the project will improve the healthcare waste management chain (e.g. classification, segregation, storage, transport and disposal) it is assumed that it will reduce the spread of infections both at healthcare facility level as well as in places where healthcare waste is being handled.

The project is being developed because the generation of healthcare waste (HCW) is rapidly increasing in each of the four project countries, as a result of expanding healthcare systems, increased utilization of single-use items, and poor segregation practices. As an unintended consequence, the resulting larger healthcare waste quantities and their subsequent treatment (often in low technology incinerators), is resulting in increased releases of POPs and Mercury.

The proposed regional project therefore aims to reduce the reliance of African countries on heavily polluting low-cost technology incineration and create a tipping point for the use of non-incineration technologies which will generate significantly less air pollutants than incinerators and other high-heat thermal processes. Secondly, the use of non-incineration technologies can also provide for the opportunity to recycle disinfected waste fractions, in particular plastics, and allow Health care facilities to reduce their costs for waste treatment, by selling shredded plastics to recyclers.

Low-heat thermal processes (non-incineration technologies) use thermal energy at elevated temperatures (100°C and 180°C) high enough to destroy pathogens, but not sufficient to cause combustion or pyrolysis of waste. The treatment processes take place in two environments – moist or dry environment. In the former, steam is used to disinfect waste, commonly performed in an autoclave or other steam-based system; also referred to as a wet thermal process whilst in the later heat is used without the addition of water or steam.

Reference is made to consultations between officials from the Ministry of Health and UNDP on *16th June 2014* with respect to the provision of support services by the UNDP country office for nationally managed project on *Reducing UPOPs and Mercury Releases from the Health Sector in Zambia* . UNDP and MoH

hereby agree that the UNDP country office will provide such support services at the request of the MoH as described below.

Obligations of UNDP

1. The UNDP country office will provide support services for assistance with reporting requirements and direct payment. In providing such support services, the UNDP country office shall ensure that the capacity of the MoH is strengthened to enable it to carry out such activities directly. The costs incurred by the UNDP country office in providing such support services shall be recovered from the project budget.
2. The UNDP country office will provide, at the request of MoH, the following support services for the activities of the project:
 - (a) Identification and recruitment of project personnel, International and Local Consultants;
 - (b) Identification and facilitation of training activities abroad
 - (c) Establishment of the Project Implementation Unit
 - (d) Initiate the policy review process
 - (e) Procurement of vehicles, computers and furniture;
3. The procurement of goods and services and the recruitment of project personnel and consultants by the UNDP country office shall be in accordance with the UNDP regulations, rules, policies and procedures. Support services described in paragraph 3 above shall be detailed in annex 1 of the project document and which is in the attachment hereto. If the requirements for support services by the country office change during the life of project the annex 1 to the project document is revised with the mutual agreement of the UNDP resident representative and the Director MoH.
4. The relevant provisions of the *Standard Basic Assistance Agreement Between the Government of the Republic of Zambia and the United Nations Development Programme (SBBA)*, Signed at Lusaka, Zambia on 14th October 1983 including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The responsibility of the UNDP country office for the provision of the support services described herein shall be limited to the provision of such support services detailed in the annex 1 to project document.
5. The UNDP country office shall submit progress reports on the support services provided and shall report on the costs reimbursed in providing such services, as may be required to the MoH

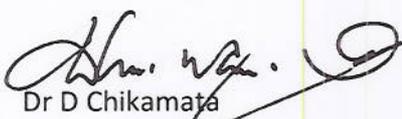
Obligations of MoH

1. Preparing annually a procurement plan based on the annual work plan and submit it with the request for project support implementation services.
2. Provide the project implementation unit (PIU) i.e the office space

3. The Auditor General or any Public Officer, Agent or Specialist consultant authorised by him shall have access to and shall examine all books, records, and other documents relating to the utilisation of funds under this agreement.
4. Once the services have been rendered MoH will be preparing one consolidated request direct for payment to UNDP as per above schedule
5. MoH commits itself to be paying UNDP Country office for the services provided to the project implementation as described in hereto in the annex 1 attached. The payment will be from the MOH GEF allocation of \$1.6 M
6. The MoH shall retain overall responsibility for the nationally managed project on *Reducing UPOPs and Mercury Releases from the Health Sector in Zambia*

Arbitration:

1. Any claim or dispute arising under or in connection with the provision of support services by the UNDP country office in accordance with this letter shall be handled pursuant to the relevant provisions of the SBAA.
2. Any modification of the present arrangements shall be effected by mutual written agreement of the parties hereto.
3. The manner and method of cost-recovery by the UNDP country office in providing the support services described in paragraph 3 above shall be specified in the annex 1 to the project document.


Dr D Chikamata
Permanent Secretary
MINISTRY OF HEALTH


Martin Faria E. Maya
Country Director
UNDP

Annex 1
DESCRIPTION OF UNDP COUNTRY OFFICE SUPPORT SERVICES

1. Reference is made to consultations between Ministry of Health, the institution designated by the Government of Zambia and officials of UNDP with respect to the provision of support services by the UNDP country office for the nationally managed project on Reducing UPOPs and Mercury Releases from the Health Sector in Zambia.

2. In accordance with the provisions of the letter of agreement signed onand the project document, the UNDP country office shall provide support services for the Project as described below.

3. Support services to be provided:

Support services (insert description)	Schedule for the provision of the support services	Cost to UNDP of providing such support services (where appropriate)	Amount and method of reimbursement of UNDP (where appropriate)
1. International consultants	Year 1x 1 Year 2x 2 Year 3x1 Year 4x0	Year 1: 1x 260.53=\$260.53 Year 2: 2x 260.53= \$521.16 Year3: 1x 260.53=\$260.53 Year 4:none Total \$781.59	\$ 260.53, 521.16 and 260.53 to be paid to UNDP through Request for Direct Payment by 15 th December of each year of implementation respectively
2. Local Consultants	Year 1x 2 Year 2x1 Year 3x3 Year 4	Year 1: 1x 260.53=\$260.53 Year 2: 2x 260.53= \$521.16 Year3: 3x 260.53=\$781.59 Year 4: none Total: \$1563.28	\$260.53, 521.16 and 781.59 to be paid to UNDP through Request for Direct Payment by 15 th December of each year of implementation respectively
3. Training, Workshops and Conferences	Year 1: Year 2: Year 3: Year 4:	Year 1: 1x 232.74= \$ 232.74 Year 3:3x232.74= \$ 698.22 Total:\$ 930.96	\$ 232.74 and 698.22 to be paid to UNDP through Request for Direct Payment by 15 th December of each year of implementation respectively
4 Project personnel	Year 1: Project Manager Year 1: Admn. Assistant Year 1: Driver	Year 1: PM = 674.64 Year 1: Adm Asst = 674.64 Year 1: Driver = 674.64 Total: \$ 2023.92	\$674.64, 674.64 and674.64 to be paid to UNDP through Request for Direct Payment by 15 th December of each year of implementation respectively
Equipment	Year 1: vehicle Year1: Furniture and Computers	Year 1: vehicle = 599.94 Year 1: computer and Furniture = 232.74 Total: 832.14	\$832.14 to be paid to UNDP through Request for Direct Payment by 15 th December of Year 1
5. Payment Process	Year 1: 20 Transactions Year 2: 40 Transactions Year 3: 30 Transactions Year 4: 20 Transactions	Year1: 20x 36.39= 727.80 Year 2: 40x36.39= 1,455.60 Year 3: 30x36.39=1,091.17 Year 4: 25 x 36.39= 909.75 Total: 4,184.32	\$727.80, \$1,455.60, \$1,091.17 and \$909.75 to be paid to UNDP through Request for Direct Payment by 15 th December of each year of implementation respectively

4. Description of functions and responsibilities of the parties involved:

i. **MoH Obligations:**

- Preparing annually a procurement plan based on the annual work plan and submit it with the request for project support implementation services.
- Provide the project implementation unit (PIU)
- Once the services have been rendered MoH will be preparing one consolidated request direct for payment to UNDP as per above schedule

ii. **UNDP Obligations:**

- Upon receipt the request for support services and the procurement plan , will verify it against the workplan and if in line with the annual workplan and the available budget will commence the procurement.
- Once procurement has been completed, UNDP will inform MoH accordingly and submitting verified copies of the transaction for record and auditing purpose.

On 1st December every year UNDP will bill MoH of the services rendered. In total UNDP will receive **US\$10576.84** for the support services.

Schedule of payments

Year	Amount \$	Due date
1	4337.66	15 th December 2014
2	2497.92	15 th December 2015
3	2831.51	15 th December 2016
4	909.75	15 th December 2017
Total	10,576.84	