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United Nations Development Programme
Programme of Assistance to the Palestinian People
برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني

Tracking Sheet

PROJECT ATLAS NAME: 00084013 – CRDP

PROPOSAL #: AWARD #:69435 PROJECT #:00084013 DONOR (NAME): SIDA

AGREEMENTS CONTRACTS LETTERS/MEMO'S AWP PROJECT DOC. OTHERS:

SUBJECT: LOA MOPAD – CRDP PROJECT

TITLE	NAME	DATE IN	ACTION	DATE OUT	SIGNATURE
PROJECT MANAGER					
PROGRAMME ANALYST					
TEAM LEADER	SUFIAN MSHASHA	18/12/12		18/12/12	<i>[Signature]</i>
PROGRAMME SUPPORT (INCLUDING PA/TRAVEL/ ENGINEERING/PROCUREMENT / HR/ FINANCE/OPERATIONS)					
COMMUNICATIONS					
SECURITY					
PMSU	<i>for Deema Barakat</i>	19/12/12 19/12/12	<i>cleared</i>	20/12/2012	<i>Dea</i>
DSR (O)					
DSR	Yasmine	20/12/12		21/12	<i>[Signature]</i>
SR	Frode	21/12	<i>signed</i>	21/12	<i>[Signature]</i>

Comments:

Fully support w/o and contents in the attached. However, should be noted I did not have opportunity to sign off on substantive prodoc.
21/12/12

STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
AND
MINISTRY OF PLANNING AND ADMINISTRATIVE DEVELOPMENT (MOPAD)
ON THE EXECUTION OF
COMMUNITY RESILIENCE AND DEVELOPMENT PROGRAMME ON AREA C AND EAST
JERUSALEM
WHEN UNDP SERVES AS EXECUTING ENTITY

Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in the occupied Palestinian territory (oPt) and officials of the Ministry of Planning and Administrative Development (MOPAD) with respect to the realization of activities by MOPAD in the execution of the project Community Resilience and Development Programme for Area C and East Jerusalem (CRDP), project number 00084013, as specified in Attachment 1: Project Document, to which UNDP has been selected as executing entity.
2. In accordance with the Project Document and with the following terms and conditions, we confirm our acceptance of the activities to be provided by MOPAD towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between MOPAD and UNDP on all aspects of the Activities.
3. MOPAD shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial Regulations and Rules.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of MOPAD 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 MOPAD 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 MOPAD, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with MOPAD, shall work under the supervision of the designated official of MOPAD. These subcontractors shall remain accountable to MOPAD for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. MOPAD shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. MOPAD shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when MOPAD 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 MOPAD with any funds or to make any reimbursement for expenses incurred by MOPAD in excess of the total budget as set forth in Attachment 3.

8. MOPAD shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). 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 MOPAD in the financial report for the CRDP.
9. MOPAD 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. MOPAD shall furnish a final report within 12 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by MOPAD 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 MOPAD.
12. Any changes to the Project Document which would affect the work being performed by MOPAD 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 MOPAD 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 MOPAD 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 MOPAD unless it receives written indication to the contrary from UNDP.
15. Any balance of funds that is undispersed 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 Frode Mearing, Special Representative of the Administrator, UNDP.
18. MOPAD 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 MOPAD 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 MOPAD's participation in the execution of the project.

Yours sincerely,

Signed on behalf of UNDP

Frode Mauring
Special Representative of the Administrator



Date 21-12-2012

Signed on behalf of MOPAD
Mohammed Abu Ramadan
Minister

Attachment 1

PROJECT DOCUMENT

DESCRIPTION OF ACTIVITIES

Project number: 00784013

Project title: CRDP

Results to be achieved by MOPAD

The CRDP's Programme Management Unit (PMU) will have a fully functional and operational headquarters office in Freetown.

Work to be performed by MOPAD

MOPAD will facilitate the operational work of the Programme Management Unit (PMU) of the CRDP through the following:

1. Rental of CRDP office
2. Furniture of CRDP office
3. Equipment of CRDP office
4. Telecommunications for CRDP office and its PMU staff
5. Stationery
6. Running costs for the CRDP office

Description of tasks

1. Rental of CRDP office:
 - a. MOPAD will sign a rental agreement with a third party in order to host the office of the PMU for 12 months
 - b. Based on the agreement between MOPAD and this third party, UNDP will transfer directly the amount agreed upon for the rental of the office to this third party on a quarterly basis
2. Furniture: MOPAD will purchase all furniture necessary for the CRDP office (chairs, desks, desks, meeting table, chairs, shelves, drawers, coffee tables, curtains, others)
3. Equipment: MOPAD will purchase all equipment necessary for the CRDP office (laptops, printer/facsimile, miniserver)
4. Telecommunications:
 - a. MOPAD will purchase mobile phones for the PMU staff
 - b. MOPAD will provide PMU staff with mobile phone services
 - c. MOPAD will provide the CRDP office with access to internet and landline telephone for the period of the contract

5. Stationary: MOPAD will provide the CRDP office with all needed stationary for a proper functioning.

6. Running costs:

- i. MOPAD will cover costs for electricity
- ii. MOPAD will cover costs for water
- iii. MOPAD will cover costs for cleaning services of the CRDP premises

Annexes:

Attach, as appropriate, job descriptions for consultants, terms of reference for contracts, technical specifications for equipment items, training nomination forms, etc.

Scheduled of Activities, Facilities and Payments

Year 2012-2013

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe				Planned Budget		Schedule of payments by UNDP			
		Q1	Q2	Q3	Q4	Budget Description	Amount USD	Q1	Q2	Q3	Q4
1. CRDP office is rented (UNDP will pay directly to service provider).	MOPAD signs a rent agreement with third party/service provider. (UNDP pays directly to service provider/third party)	x				Rental agreement					
2. CRDP office is provided with furniture	Purchase necessary furniture for CRDP office	x				desks, desk chairs, meeting table, chairs, shelves, drawers, coffee tables, curtains, others	10,000	X 10,000			
3. CRDP office is equipped	Purchase equipment	x				laptops, printer/fax/scanner/photocopier, mini server workstation	14,000	X 14,000			
4. PMU staff are provided with telecommunications services	Arrange with service providers to assure service to landline telephone and internet Purchase mobile phones for PMU staff. UNDP pays directly to service provider/third party	x	x	x	x	internet/telephone landline	6,000	X 3,000			X 3,000 USD
5. CRDP office is provided with stationary for the whole year	Purchase stationary necessary for first year of CRDP implementation for the use of the PMU	x	x	x	x	Purchase of mobiles, Monthly mobiles lines charges Stationary	4,000	X 2,800			X 1,200 USD
6. Running costs for the CRDP office are covered	To arrange with service providers to assure service of water and electricity and cleaning of the CRDP office.	x	x	x	x	Water, electricity, cleaning	9,000	X 6,300			X 2,700 USD
						Total	49,900	36,100			6,900

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- UNDP shall be responsible for providing miscellaneous services such as secretarial assistance, postage and cable services and transportation as may be required by MOPAD in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between UNDP and MOPAD. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.
- Regarding the rental of the office, UNDP will pay directly to the service provider using the Direct Payment Modality upon signature of an agreement between MOPAD and the service provider/third party, in an amount of 17,000 USD a year.

