

Port-au-Prince, December 13, 2017

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent discussions held between the representatives of the Government of Japan (hereinafter referred to as "the Government") and of the United Nations Development Programme (hereinafter referred to as "UNDP") concerning Japanese economic cooperation to be extended through UNDP with a view to promoting the economic and social development of the Republic of Haiti, including through addressing climate change, and to propose on behalf of the Government the following understanding:

1. For the purpose of contributing to the implementation of the Project for "Strengthening Disaster Prevention and Management (hereinafter referred to as "the Project"), the Government shall make available to UNDP, subject to the relevant laws and regulations and budgetary appropriations of Japan, a grant of three hundred and sixty-four million Japanese Yen (¥364,000,000) (hereinafter referred to as "the Grant").
2. The Government shall execute the Grant by making payment in Japanese Yen of the amount referred to in paragraph 1 above to an account to be opened in the name of UNDP at a bank in Japan designated by UNDP. The amount shall be paid during the period between the date of entry into force of the present understanding and March 31, 2018, unless the period is extended by mutual consent between the authority concerned of the Government and UNDP.
3. By and upon making the payment referred to in paragraph 2 above, the Government shall be deemed to have made the assistance to the Republic of Haiti through UNDP under the present understanding to the extent of the Grant.
4. (1) The Grant shall be used by UNDP properly and exclusively for the purchase of the products and/or services necessary for the implementation of the Project, enumerated in a list to be mutually agreed upon between the authority concerned of the Government and UNDP (hereinafter respectively referred to as the "Products" and the "Services"), as well as for the agency fees of UNDP.

His Excellency Mr. Yoshiaki HATTA
Ambassador, Embassy of Japan in Haiti



(2) UNDP shall enter into contracts with suppliers of the Products and/or the Services in accordance with its financial regulations.

5. (1) UNDP shall take all the necessary measures:

(a) to administer the Grant in accordance with its regulations, rules, directives and procedures;

(b) to give due environmental and social consideration in the implementation of the Project;

(c) to ensure that the Products and/or the Services be maintained and used properly and effectively for the implementation of the Project; and

(d) to refund the amount remaining in the account referred to in paragraph 2 to the Government after the completion of the Project.

(2) UNDP shall provide the Government with a financial and operational report of the Project periodically and upon its completion. Financial statements of the Project to be included in the said financial and operational report shall be subject exclusively to the internal and external audit in accordance with the financial regulations of UNDP.

(3) Upon request by the Government, UNDP shall provide the Government with necessary information on the Project in accordance with its regulations, rules, directives and procedures.

(4) UNDP shall ensure the visibility of the Government's contribution through referring to the contribution in its relevant publications and indicating by markings on the appropriate Products and/or their containers with the logo designated by the Government that the Products have been donated by Japan.

6. Procedural details for the implementation of the present understanding may be agreed upon through consultation between the authority concerned of the Government and UNDP.

7. The Government and UNDP shall consult with each other, at the request of either of them, on any matter that may arise from or in connection with the present understanding.

I have further the honour to propose that this Note and your Note in reply confirming on behalf of UNDP the foregoing understanding shall constitute an agreement between the Government and UNDP, which shall enter into force on the date of your



Note in reply."

I have further the honour to confirm the foregoing understanding on behalf of the United Nations Development Programme (hereinafter referred to as "UNDP"), and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between UNDP and the Government of Japan, which shall enter into force on the date of this Note in reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.



Yvonne HELLE

Senior Country Director
United Nations Development Program in Haiti

