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**INSTRUCTIONS FOR LETTER OF AGREEMENT (“LOA”) BETWEEN**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME AND AN IMPLEMENTING PARTNER**

**FOR THE PROVISION OF SUPPORT SERVICES**

This instruction page, as well as any other instructions and footnotes in this template, are for the Business Unit’s guidance. Please delete them before the first draft of the LOA is sent to the Implementing Partner for review and signature.

**How to use this template:**

**1.** This LOA is to be used when a UNDP Country Office provides support services to an Implementing Partner. This LOA must be signed by an authorized representative of the Implementing Partner.

**2.** For NIM implementation, the UNDP Country Office must verify that the relevant Government is a signatory to the 1946 Convention conferring privileges and immunities to the United Nations. Please attach a copy of the signed LOA to the relevant Project/Portfolio Document in the case of NIM.

**3.** Several provisions in the LOA refer to Project/Portfolio. Please choose “Project” or “Portfolio” as appropriate for your specific case, and use that term consistently throughout the LOA.

**4.** The UNDP Country Office prepares the LOA based on this template. Any deviations from this template must be cleared by UNDP’s Bureau for Management Services, Office of Legal Services (“BMS/OLS”). The UNDP Country Office completes the Attachment to the LOA describing the nature and scope of the support services.

**5.** Please ensure that two copies of the LOA are signed by authorized signatories of each party. After signature, the Implementing Partner keeps one original, and the UNDP Country Office keeps the other original. A copy of the LOA should be provided to the Regional Bureau.

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**LETTER OF AGREEMENT**

**BETWEEN**

 **THE UNITED NATIONS DEVELOPMENT PROGRAMME**

 **AND**

 **[THE IMPLEMENTING PARTNER]**

**FOR THE PROVISION OF SUPPORT SERVICES**

 [10 December 2024]

Dear [*name of official of the Implementing Partner*],

1. Reference is made to consultations between officials of the [name of the Implementing Partner] (the “Implementing Partner”) and officials of UNDP with respect to the provision of support services by the UNDP [Country] Country Office (“UNDP [Country]”) for the [insert number/name of the Project] (the “Project”)] or [insert number/name of Work Plan(s) and the Portfolio] (the “Portfolio”)[[1]](#footnote-2)].
2. UNDP [Country] may, at the request of the Implementing Partner, provide the following support services for the activities of the Project or the Work Plan(s) of the Portfolio (as applicable):
3. Assistance with reporting requirements and direct payment; provided that, in providing such support services, UNDP [Country] shall ensure that the capacity of the Implementing Partner is strengthened to enable it to carry out such activities directly.
4. Identification and/or recruitment of Project or Portfolio (as applicable) and programme personnel.
5. Identification and facilitation of training activities.
6. Procurement of goods and services.
7. UNDP shall provide support services, including any procurement of goods and services and the recruitment of Project or Portfolio personnel (as applicable), in accordance with UNDP’s regulations, rules, policies and procedures.
8. 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 or Portfolio Document (as applicable). If the requirements for support services by UNDP [Country] change during the life of a project or portfolio, the Schedule may be amended by mutual agreement of UNDP and the Implementing Partner, and the amended Schedule will be attached to the Project or Portfolio Document (as applicable).
9. UNDP shall recover the costs incurred by UNDP [Country] in providing support services from the Project or Portfolio (as applicable). The manner and method of cost-recovery by UNDP shall be specified in the Schedule.
10. The relevant provisions of the [*insert title and date of the UNDP standard basic assistance agreement with* *the Government*] (the “SBAA”), including the provisions on liability and privileges and immunities, shall apply to the provision of support services.[[2]](#footnote-3) The Implementing Partner shall retain overall responsibility for the Project or the Work Plan(s) of the Portfolio (as applicable). The responsibility of UNDP [Country] shall be limited to providing the support services described in the Schedule hereto.
11. 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.
12. 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.
13. 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.
14. 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.
15. The provision of the support services may be suspended or terminated by UNDP in the event that the Project or Portfolio (as applicable) or the Implementing Partner’s management of the Project or the Work Plan(s) of the Portfolio (as applicable) is suspended or terminated.
16. Notwithstanding paragraph 11 above, UNDP may suspend or terminate this Letter, in 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.
17. Any claim or dispute arising under or in connection with this Letter shall be addressed in accordance with the relevant provisions of the [SBAA/PCA/agreement between the parties].
18. UNDP [Country] 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.
19. Any modification to this Letter or the Schedule shall be effected by mutual written agreement of the Parties.
20. 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 [Country] to provide support services for the Project or Portfolio (as applicable).

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_For and on behalf of UNDP[Name][Resident Representative][Date] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_For and on behalf of the Implementing Partner[Name][Title][Date] |

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**SCHEDULE**

**DESCRIPTION OF UNDP [COUNTRY] SUPPORT SERVICES**

**1**. Reference is made to consultations between [*insert name of Implementing Partner*] and UNDP with respect to the provision of support services by UNDP [Country] for [*insert project number and title* (the “Project”)] [*insert workplan number and portfolio number and title*] (the “Portfolio”)].[[3]](#footnote-4)

**2.** In accordance with the provisions of the letter of agreement signed on [*insert date of LOA*] and the [Project][Portfolio] Document, UNDP [Country] shall provide the following support services for the [Project][Portfolio]:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **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. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

**3**. Description of functions and responsibilities of the parties:

1. Please choose between “Project” and “Portfolio” as appropriate and delete the option that does not apply. [↑](#footnote-ref-2)
2. Delete this sentence if support services are provided to a non-government Implementing Partner (e.g. an NGO). [↑](#footnote-ref-3)
3. Select between “Project” and “Portfolio” as appropriate and delete the option that does not apply. [↑](#footnote-ref-4)