

Letter of Agreement

No. [Request a Reference No. from DOA]

between

the United Nations Economic and Social Commission for Asia and the Pacific

and

[Name of Partner Institution]

This Agreement is made between the United Nations Economic and Social Commission for Asia and the Pacific, having its headquarters in Bangkok, Thailand (hereinafter referred to as "ESCAP") and [insert name of partner institution], a [non-profit organization] established in [country] and organized under the laws of [country], having its registered office at [insert address of the partner institution] (hereinafter referred to as the "Partner Institution"). The United Nations and the Partner Institution are individually and collectively hereinafter referred to as the "Party" and the "Parties".

Whereas ESCAP is responsible for promoting economic and social development in the Asian and Pacific region,

Whereas ESCAP has been entrusted by its donors with certain resources that can be allocated for programmes and projects, and is accountable to its donors for the proper management of these funds and can, in accordance with the Financial Regulations and Rules of the United Nations, make available such resources for cooperation in the form of a project, and

Whereas the Partner Institution has a mandate to [insert mandate of Partner Institution in 1-2 sentences], and has agreed to implement the activities set forth in this Agreement to support the implementation of the project entitled "[insert name of Project]" (hereinafter referred to as the "Project") as described in the Terms of Reference attached hereto, without discrimination, direct or indirect, because of race, ethnicity, religion or creed, nationality or political belief, gender, disability or any circumstances,

Now therefore, on the basis of mutual trust and in a spirit of cooperation, ESCAP and the Partner Institution have entered into this Agreement.

Article I

Objective and scope of the Agreement

1. This document, the Terms of Reference of the Project activities (the "TOR") attached hereto as Annex I, including the budget for the Project activities therein and the Standard Terms and Conditions for Partner Institutions attached hereto as Annex II and all other document(s) agreed to between the Parties (collectively referred to as the "Agreement") set forth the terms and conditions of the cooperation between the Parties in all aspects of achieving the objectives of the Project activities described in the TOR.
2. This Agreement constitutes the entire agreement between the Parties on this subject matter. Any previous agreement, understanding, negotiation, representation or warranty on this subject matter ceases to have any effect.

Article II
Duration of the Agreement

1. The term of this Agreement shall commence upon signature of this Agreement and terminate on [*insert end date*] (the "Expiration Date"), unless otherwise agreed under Article II, paragraph 2 below or the Agreement is terminated in accordance with the terms hereunder. The Partner Institution shall implement the Project activities in accordance with the time-frame in the TOR. The time-frame to implement the Project activities shall in no circumstances go beyond the Expiration Date.
2. Should it become evident to the Partner Institution or ESCAP during the implementation of the Project activities described in the TOR that an extension beyond the Expiration Date will be necessary to achieve the objectives of the Project activities described in the TOR, that Party shall, without delay, so inform the other Party. Any extension shall be agreed to in writing by both Parties. Upon agreement by the Parties of a new Expiration Date, the Parties shall conclude an amendment to this effect.

Article III
Financial and Operational Arrangements

1. In accordance with the budget as detailed in the TOR, ESCAP has allocated and shall make available to the Partner Institution funds in United States Dollars [*or local currency: name of currency*] up to the maximum of US\$ [*or currency*] [*amount in numbers*] ([*amount in letters*]) (hereinafter referred to as the "Funds").
2. ESCAP shall make payments upon satisfactory performance of the Project activities described in the TOR and submission by the Partner Institution and acceptance by ESCAP of agreed upon documentation showing satisfactory management and use of the Funds.
3. The Funds will be paid by bank transfer as follows:

Bank Account Title:
Bank Account Number: [*insert details*]
Bank Name:
Bank Address:
Currency:
[*Corresponding Bank:*]

[*Alternative: The Funds shall be paid by cheque in United States Dollars in the name of [Insert Name of Partner Institution].*]

[*Alternative: The Funds will be paid through UNDP [*insert country office*] by bank transfer as follows:*

Bank Account Title:
Bank Account Number: [*insert details*]
Bank Name:
Bank Address:
[*Corresponding Bank:*]

**Article IV
Notices**

1. Any notices required to be given by either Party under the Agreement shall be given in writing, shall be deemed given when actually received by the other Party and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail as instructed in this Agreement.
2. Any notice required to be given by either Party under this Agreement shall be given as follows:

To ESCAP:

Director, Division of Administration
ESCAP
United Nations Building
Rajadamnern Nok Avenue
Bangkok 10200 Thailand
Fax: (662) 288 3029

With copies to:

[Title, Name of Operational Division]
ESCAP
United Nations Building
Rajadamnern Nok Avenue
Bangkok 10200 Thailand
[Operational Division Fax No.]

If to the partner institution:

[Name of Official of Partner]
[Name of Partner Institution]
[Address of Partner Institution]

Fax: *[Fax of Partner Institution]*

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Partner Institution and ESCAP have signed this Agreement in two original copies, each in the English language at the place and on the day below written:

For ESCAP
United Nations Economic and Social
Commission for Asia and the Pacific

For the Partner Institution
[insert name of Partner Institution]

Signature: _____
Name: *[To be inserted by DOA]*
Title: *[To be inserted by DOA]*

Signature: _____
Name: *[Insert contact name]*
Title: *[Insert title]*

Place: Bangkok, Thailand

Place:

Date:

Date:

D. Budget

[Insert table which shows the detailed contribution of ESCAP by expenditure item (either by Result/Activity or by UN budget line) as well as the partner institution's contribution, if any]

*Example:

Project Budget Template

Activity	Time Frame	Unit Rate (per month/instance, etc.)	# of Units	Unit rate (in US Dollar)	Total (in US Dollar)	Implementing Partner Contribution US Dollar	ESCAP contribution US Dollar
Activity 1							
1.1 Staff and other personnel costs							
1.2 Supplies, Commodities, materials							
1.3 Equipment, vehicles and furniture (including depreciation)							
1.4 Contractual Services							
1.5 Travel							
1.6 Transfers and grants to counterparts							
1.7 General Operating and other direct costs							
1.8 Indirect support costs							
Total					-	-	-
Activity 2							
2.1 Staff and other personnel costs							
2.2 Supplies, Commodities, materials							
2.3 Equipment, vehicles and furniture (including depreciation)							
2.4 Contractual Services							
2.5 Travel							
2.6 Transfers and grants to counterparts							
2.7 General Operating and other direct costs							
2.8 Indirect support costs							
Total					-	-	-
Grand total					-	-	-

Total ESCAP obligations per budget line	
Staff and other personnel costs	
Supplies, Commodities, materials	
Equipment, vehicles and furniture (including depreciation)	
Contractual services	
Travel	
Transfers and grants to counterparts	
General Operating and other direct costs	
Indirect support costs	
Total ESCAP contribution	

*The template of the table is available on DA's intranet

E. Payment schedule

[Insert table with the payment schedule based on outputs (deliverables)]

*Example:

Payment Schedule

Project _____

Category of Expenses	Installment 1	Installment 2	Installment 3	TOTAL
Estimated date of transfer				
Staff and other personnel costs				
Activity 1				-
Activity 2				-
Supplies, Commodities, materials				
Activity 1				-
Activity 2				-
Equipment, vehicles and furniture (including depreciation)				
Activity 1				-
Activity 2				-
Travel				
Activity 1				-
Activity 2				-
Transfers and grants to counterparts				
Activity 1				-
Activity 2				-
General Operating and other direct costs				
Activity 1				-
Activity 2				-
Indirect support costs				
Activity 1				-
Activity 2				-
Total	-	-	-	-

**The template of the table is available on DA's intranet*

F. Reporting requirements

[Insert here all progress reports required by ESCAP from the partner institution. Minimum requirement one final substantive and financial report]

Remarks: In light of the introduction of IPSAS, a substantive and financial report highlighting the main activities carried out during the year, the results achieved and the expenses occurred until such date is required for the LoA, which its expiry date goes beyond 31 December 2013.

*Example:

Project Expense Report
 For the period _____
 Report # _____

Summary Statement				
Advances / Expenses				
	Advances Disbursed	Reported Expenses	Excess/Shorfall over Advance	Cumulative Remaining Balance
Installment 1			-	-
Installment 2			-	-
Installment 3		-		-
Total	-	-	-	

Remaining Budget	
Total project budget	
Advances to date	
Remaining budget	-

S.N	Expense Detail by Category and Activity	Activity for period				Total for Period (sum of all activities)	
		Activity 1		Activity 2		Local Currency	US dollar
		Local Currency	US Dollar	Local Currency	US Dollar		
1	Staff and other personnel costs					-	-
2	Supplies, Commodities, materials					-	-
3	Equipment, vehicles and furniture (including depreciation)					-	-
4	Contractual Services					-	-
5	Travel					-	-
6	Transfers and grants to counterparts					-	-
7	General Operating and other direct costs					-	-
8	Indirect support costs					-	-
	Total	-	-	-	-	-	-

Report by:	Reviewed by:
Name :.....	Name :.....
Date:.....	Date:.....
Position:.....	Position:.....

Notes:

*The template of the table is available on DA's intranet