

Letter of Agreement

STANDARD LETTER OF AGREEMENT BETWEEN UNDP AND HAINAN DEPARTMENT OF AGRICULTURE AND RURAL AFFAIRS

For GEF-GOC-UNDP Participatory In-situ Conservation and Sustainable Use of Agrobiodiversity in Hainan Project (2019-2024)

Dear Mr. Xie,

1. Reference is made to consultations between officials of the Hainan Department of Agriculture and Rural Affairs, Government of China (hereinafter referred to as "the Government") and the officials of UNDP with respect to the provision of support services by the UNDP country office for the **Participatory In-situ Conservation and Sustainable Use of Agrobiodiversity in Hainan** project. UNDP and the Government of China hereby agree that the UNDP country office may provide such support services at the request of the Hainan Department of Agriculture and Rural Affairs designated in the relevant project document, as described below.

2. The UNDP country office may 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 Hainan Department of Agriculture and Rural Affairs 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 administrative budget of the office.

3. The UNDP country office may provide, at the request of the Hainan Department of Agriculture and Rural Affairs, the following support services for the activities of the **GEF-GOC-UNDP the Participatory In-situ Conservation and Sustainable Use of Agrobiodiversity in Hainan** project:

- (a) Human Resources-Identification and/or recruitment of project and programme personnel including international consultants to include sourcing, contracting and payment.
- (b) Procurement- Identification and facilitation of training activities and awarding contracts to selected agencies;
- (c) Financial reporting requirement and-Direct payments;

4. The procurement of goods and services and the recruitment of the project personnel 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 an annex to this document, in the form provided in the Attachment hereto. If the requirements for support services

by the country office change during the life of the project, the annex to the project document will be revised with the mutual agreement of the UNDP Country Director and the Hainan Department of Agriculture and Rural Affairs.

5. The relevant provisions of the Standard Basic Assistance Agreement 29 June 1979 (the "SBAA"), including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The Hainan Department of Agriculture and Rural Affairs shall retain overall responsibility for the nationally managed project through its designated institution. 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 to the project document.

6. 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.

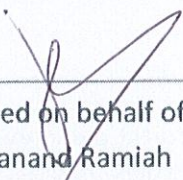
7. The manner and method of cost-recovery by the UNDP country office in providing the support services described in paragraph 3 above shall be specified in the project document of the **GEF-GOC-UNDP the Participatory In-situ Conservation and Sustainable Use of Agrobiodiversity in Hainan** project.

8. 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.

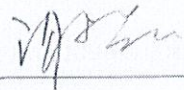
9. Any modification of the present arrangements shall be effected by mutual written agreement of the parties hereto.

10. If you are in agreement with the provisions set forth above, please sign and return to this office two signed copies of this letter. Upon signature, this letter shall constitute an agreement between Hainan Department of Agriculture and Rural Affairs and UNDP on the terms and conditions for the provision of support services by the UNDP country office for the **GEF-GOC-UNDP the Participatory In-situ Conservation and Sustainable Use of Agrobiodiversity in Hainan** project.

Yours sincerely,



Signed on behalf of UNDP
Devanand Ramiah
Deputy Resident Representative
For the Government of China



Mr. Xie Yan
Deputy Director General
Hainan Department of Agriculture and Rural Affairs
Date:

Attachment

Description of UNDP Country Office Support Services

1. Reference is made to consultations between Hainan Department of Agriculture and Rural Affairs, Government of China and the officials of UNDP with respect to the provision of support services by the UNDP country office for the nationally managed project **GEF-GOC-UNDP the Participatory In-situ Conservation and Sustainable Use of Agrobiodiversity in Hainan** project.

2. In accordance with the provisions of the letter of agreement signed and 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 to UNDP (where appropriate)
1. Human Resources: Identification and/or recruitment of MTR and TE national and international consultants for the project and program evaluations, as well as other international consultants if needed. Payment and travel arrangements for these consultants also included.	To be recruited in year 3 and 5 of the project implementation in accordance with the project workplans.	USD 4,872 Estimated direct project costs based on 2018 UNDP Universal Price List (UPL) per transaction	ATLAS billing. Estimated value of the support is USD 4,872. Reimbursement for services costed will be based on 2018 UPL.
2. Procurement: Support Implementing Partner in procurement of goods/services either involving or not involving local CAP	4-5 during the whole projects 5 years duration	USD 2,158 Estimated direct project costs based on 2018 UPL per transaction	ATLAS billing. Estimated value of the support is USD 2,158. Reimbursement for services costed will be based on 2018 UPL.
3. Finance: Management and processing of FACE advances for the Hainan Department of Agriculture and Rural Affairs as Responsible Party for the project.	Quarterly during the projects 5 years duration	USD 1,260 Estimated direct project costs based on 2018 UPL per transaction	ATLAS billing. Estimated value of the support is USD 1,260. Reimbursement for services costed will be based on 2018 UPL.
TOTAL DPC budget		USD 8,290	

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

Hainan Department of Agriculture and Rural Affairs, the National Implementing Partner for the Project will be responsible for the overall implementation of the project. The implementation responsibilities are laid out in the project document and will follow the multi-year workplan and budgetary arrangements prescribed in said document.

UNDP Country Office, China will, as per the current agreement support Hainan Department of Agriculture and Rural Affairs in its implementation of the project by providing services related to the hiring of national and international consultants for the Mid-term Review and Terminal Evaluation of the **Participatory In-situ Conservation and Sustainable Use of Agrobiodiversity in Hainan** project. The reimbursement of the UNDP support cost will be recorded as per transactions based on the established UNDP financial regulations and rules.