

PROJECT COOPERATION AGREEMENT

Between

THE UNITED NATIONS DEVELOPMENT PROGRAMME

And

THE LIBERIA INSTITUTE FOR STATISTICS AND GEO-INFORMATION SERVICES (LISGIS)

Whereas the United Nations Development Programme ("UNDP") and the Government of Liberia, through the Liberia Institute for Statistics and Geo-Information Services (LISGIS) have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development;

Whereas UNDP is Principal Recipient (PR) for the Global Fund Project on *Strengthening and Scaling up HIV/AIDS Prevention and Control in Liberia* entrusted by LCM and GFATM with resources for the implementation of Phase I of the Global Fund Round 6 HIV/AIDS Grant (LBR-607-G04-H),, and is accountable for the proper management of these funds and can, in accordance with the UNDP Financial Regulations and Rules, make available such resources to implement activities under this project

Whereas LISGIS, its status and mandate being in accordance with national regulations, and as specified in the Act recreating it, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved, in accordance with the UNDP requirements for management;

Whereas LISGIS and UNDP agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, LISGIS and UNDP have entered into the present Agreement.

Article I. Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Parties" shall mean the Government of Liberia, acting through LISGIS, and UNDP;
- (b) "UNDP" shall mean the United Nations Development Programme, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations;
- (c) "LISGIS" shall mean the Liberia Institute for Statistics and Geo-Information Services, the agency established by law to coordinate the production and dissemination of statistics in the country and the implementing agency herein identified for **HIV risk environment and perception study among key**

target groups (commercial sex workers, UNMIL, Liberian National Police, border security personnel, youth ages 11-24, TB patients, transport workers and other mobile populations)

(d) "The Agreement" or "the present Agreement" shall mean the present Project Cooperation Agreement, the Project Document (Annex 1), which incorporates the Terms of Reference and Study implementation Plan, Budget, and all other documents agreed upon between the Parties to be integral parts of the present Agreement;

(e) "Project(s)" shall mean individually and collectively the activities LISGIS performs within the framework of implementation of the study, as specified in the terms of reference and implementation Work Plan for each stage. Each activity and the applicable terms of reference will make recommendations covering the following areas: budgets for operation costs of the survey, recruit technical assistants, training of data collection agents (interviewer), sample design and mapping, data collection and supervision, costs for data entry, processing and data analysis, report writing, validation and dissemination;

(f) "Government" shall mean the Government of Liberia;

(g) "UNDP Resident Representative" shall mean the UNDP official in charge of the UNDP office in the country, or the person acting on his/her behalf;

(h) "Expenditure" shall mean the individual disbursements UNDP makes to LISGIS for the implementation of the Survey upon UNDP's receipt and acceptance of the Survey Implementation Plan and valid outstanding obligations incurred in respect of goods and services rendered and the funding UNDP will provide to facilitate LISGIS to complete the applicable Survey;

(i) "To advance" shall mean a transfer of assets, including a payment of cash or a transfer of supplies and equipment, the accounting of which must be rendered by LISGIS at a later date, as herein agreed upon between the Parties in the Survey Implementation Plan;

(j) "Income" shall mean the interest on the Project funds and all revenue derived from the use or sale of capital equipment, and from items purchased with funds disbursed by UNDP or from revenues generated from Project outputs;

(k) "*Force majeure*" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;

(l) "Survey Implementation Plan" shall mean a detailed schedule of activities, with corresponding time frames, responsibilities, objectives, consultants assigned to tasks and line item required costs that is based upon the terms of reference, deemed necessary to achieve Survey objectives which is prepared in order to receive approval of the Project, which may be revised in mutual agreement of the two parties.

(m) "An advisory Committee" shall mean designated team of expert from relevant Government and development partners. The role of this team will be to provide advise to LISGIS, including follow-up of implementation of different stages of the study.

Article II. Objective and Scope of the Present Agreement

1. The present Agreement sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving Survey objectives, as set out in the Project Document “**Risk Perception Study among High Risk Groups in Liberia**” and the Description of activities to be undertaken by LISGIS”.
2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the objectives of the Survey.

Article III. Duration of Project Agreement

1. The term of the present Agreement shall commence on 15 November 2007 and terminate on 15 February 2008. The Survey shall commence and be completed in accordance with the time-frame or schedule set out in the Implementation Plan.
2. Should it become evident to any of the parties during the implementation of the Project that an extension beyond the expiration date set out in Article III (1) above, will be necessary to achieve Survey objectives that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new termination date. Upon agreement on an extension date, the Parties shall conclude an amendment to this effect, in accordance with Article XVII, below.

Article IV. General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement, and to undertake the Project in accordance with UNDP policies and procedures as set out in the UNDP Programming Manual, which forms an integral part of the present Agreement.
2. The government coordinating authority (LISGIS in this case) shall retain overall day-to-day implementation responsibility of the Survey. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the applicable Project on its behalf.
3. The Parties shall keep each other informed of all activities pertaining to the implementation of the Survey and shall consult at least once or as circumstances arise that may have a bearing on the status of either Party in the country or that may affect the achievement of the activities of the Survey, with a view to reviewing the implementation Plan and Budget.
4. The LISGIS shall organize follow-up and technical meetings bringing together members of Survey Advisory Committee in a manner and objectives acceptable to the UNDP. LISGIS shall ensure that the Survey Advisory committee has met to validate and adopt Survey Implementation Plan, sample and sampling design, the Questionnaire, and the survey report.
5. The Parties shall cooperate with each other in obtaining any licenses and permits required by national laws, where appropriate and necessary for the achievement of the objectives of the Survey. The parties shall also cooperate in the preparation of any reports, statements or disclosures, which are required by national law.

6. LISGIS may use the name and emblem of the United Nations subject to prior written consent of the UNDP Resident Representative in Liberia.

7. The UNDP Resident Representative, or his/her designee will facilitate access to information, advisory services, technical and professional support available to UNDP and will assist LISGIS to access the advisory services of other United Nations organizations, whenever necessary.

8. The Parties shall cooperate in any public relations or publicity exercises, when the UNDP Resident Representative deems these appropriate or useful.

Article V. Personnel Requirements

1. LISGIS shall, in consultation with UNDP, identify, recruit and contract qualified professionals/staff to technically support the effective implementation of the Survey. The personnel assigned to this Survey shall work under the supervision of LISGIS. The supervisory arrangements shall be determined in mutual consultation and described in the relevant terms of reference of the personnel. These personnel shall remain accountable to the LISGIS for the manner in which assigned functions are discharged. LISGIS shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").

2. LISGIS Personnel shall not be considered in any respect as being the employees or agents of UNDP.

3. UNDP does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by LISGIS personnel as a result of their work pertaining to the Survey. It is understood that adequate medical and life insurance for LISGIS personnel, as well as insurance coverage for service-incurred illness, injury, disability or death, is the responsibility of LISGIS.

4. LISGIS shall ensure that Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives of the Project, and that decisions on employment related to the Survey shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, handicapped status, or other similar factors. LISGIS shall ensure that all personnel are free from any conflicts of interest relative to the Survey.

Article VI. Terms and Obligations of Personnel

LISGIS undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing Survey-related activities under the present Agreement comply with these obligations:

(a) Personnel shall be under the direct charge of LISGIS, which functions under the general guidance of UNDP and the Government of Liberia;

(b) Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Agreement from any authority external to UNDP, or any government other than the Government of Liberia;

(c) They shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity, which is incompatible with the aims and objectives of the United Nations or the mandate of UNDP;

(d) Subject to the requirements outlined in the document “UNDP public information disclosure policy”, information that is considered confidential shall not be used without the authorization of UNDP. In any event, such information shall not be used for individual profit. LISGIS may communicate with the media regarding the methods and scientific procedures used by it; however, UNDP clearance is required for the use of the name UNDP in conjunction with Survey Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

Article VII. Supplies, Vehicles and Procurement

1. UNDP shall provide the resources indicated in the Survey budget (Attachment 1).
2. Equipment, non-expendable materials, or other property furnished or financed by UNDP, other than that directly supplied to the beneficiaries/beneficiary institutions, shall remain the property of UNDP and shall be returned to UNDP upon completion of the Projects or upon termination of the present Agreement, unless otherwise agreed upon between the Parties, and in consultation with the government coordinating authority. During Project implementation and prior to such return, LISGIS shall be responsible for the proper custody, maintenance and care of all equipment. LISGIS shall, for the protection of such equipment and materials during implementation of the Projects, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.
3. LISGIS will place on the supplies, equipment and other materials it is provided through donor funding such markings as will be necessary to identify them as being provided by UNDP.
4. In cases of damage, theft or other losses of any property made available to LISGIS, LISGIS shall provide UNDP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.
5. In its procedures for procurement of goods, services or other requirements with funds made available by UNDP as provided for in the Survey budget, LISGIS shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UNDP.
6. LISGIS shall maintain complete and accurate records of equipment; supplies and other property purchased with funds provided by UNDP and shall take periodic physical inventories. LISGIS shall provide UNDP at the end of the Survey with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as UNDP may request.

Article VIII. Financial and Operational Arrangements

1. In accordance with the Survey, UNDP will allocate and make available to LISGIS funds specified in the Survey Budget, in three installments. The first installment in the amount of 29,627.50 (twenty nine thousand, six hundred and twenty seven dollars and fifty cents, will be advanced to LISGIS within seven working days following signature of the present Agreement and LISGIS's request for Expenditure. Subsequent installments for each of the phases of the survey will be advanced to LISGIS after a financial report accompanied for the activities completed have been submitted to and accepted by UNDP.
2. LISGIS agrees to utilize the funds and any supplies and equipment provided by UNDP in strict accordance with the agreed Survey implementation plan and budget. LISGIS shall notify UNDP about any expected variations on the occasion of the quarterly consultations set forth in Article IV, paragraph 3, above. Any variations exceeding 2 per cent on any one line item that may be necessary for the proper and successful implementation of the Survey shall be subject to prior consultations with and approval by UNDP.
3. LISGIS further agrees to return within two weeks any unused supplies made available by UNDP at the termination or end of the present Agreement or the completion of the Survey. Any unspent funds shall be returned within two months of the termination of the present Agreement or the completion of the Survey.
4. UNDP shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Survey Budget unless UNDP has explicitly agreed in writing to do so prior to the expenditure by LISGIS.

Article IX. Maintenance of Records

1. LISGIS shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNDP to ensure that all expenditures are in conformity with the provisions of the Project Document. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction.
2. Upon completion of the Survey and/or Termination of the Agreement, LISGIS shall maintain the records for a period of at least four years unless otherwise agreed upon between the Parties.

Article X. Reporting Requirements

1. LISGIS shall provide UNDP and the Steering Committee with reports on the time period agreed to in the Implementation Plan as agreed between the Parties. Additionally, LISGIS shall prepare progress report every week, which summarizes the progress of the survey. And submit to UNDP.
2. Financial reporting will be at least once or some other time period agreed to by the Parties. All reporting will comply with UNDP's rules and regulations for reporting by an implementing partner and shall include, but not be limited to the following:

(a) LISGIS will prepare a financial report and submit it to the UNDP Resident Representative or his /her designee no later than 30 days after the end of the implementation of the Survey, in English. LISGIS will include the Expenditure reported by UNDP in the financial report. Copies of the report will also be served to all members of the Advisory Committee.

(b) The purpose of the financial report is to request an advance of funds, to list the disbursements incurred on the Survey by budgetary component on a quarterly basis, and to reconcile outstanding advances and foreign exchange loss or gain during the Survey, if any.

(c) The financial report has been designed to reflect the transactions on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UNDP, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only disbursements made by LISGIS and not commitments. However, LISGIS shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments, for budgetary purposes;

(d) LISGIS agrees and acknowledges that the financial report contains information that forms the basis of a periodic financial review and its timely submission is a prerequisite to the continuing funding of the Survey. Unless the Financial Report is received, the UNDP Resident Representative will not act upon requests for advances of funds from UNDP;

(e) Any refund received by LISGIS from a supplier should be reflected on the financial report as a reduction of disbursements on the component to which it relates.

3. Within two months of the completion of the Survey or of the termination of the present Agreement, LISGIS shall submit a final report on the Survey activities and include a final financial report on the use of funds provided by UNDP, as well as an inventory of supplies and equipment.

Article XI. Audit Requirements

1. UNDP shall have the right, at its own expense, to audit or review such Project-related books and records as it may require and to have access to the books and record of LISGIS, as necessary.

Article XII. Responsibility for Claims

1. LISGIS shall indemnify, hold and save harmless, and defend at its own expense its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of LISGIS or its employees or persons hired for the management of the present Agreement and the Project.

2. LISGIS shall be responsible for, and deal with all claims brought against it by Personnel, employees, agents or subcontractors.

Article XIII. Suspension and Early Termination

1. The Parties hereto recognize that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UNDP may find it necessary to terminate the Project, or to modify the arrangements for the management of the Survey, should circumstances arise that jeopardize successful completion or the accomplishment of the purposes of the Survey. The provisions of the present Article shall apply to any such situation.
2. UNDP shall consult with LISGIS if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful completion of the Survey or the accomplishment of its purposes. LISGIS shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by LISGIS, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Survey.
3. UNDP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the agreement by written notice to LISGIS without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. UNDP may indicate to LISGIS the conditions under which it is prepared to authorize management of the Survey to resume.
4. If the cause of suspension is not rectified or eliminated within 7 days after UNDP has given notice of suspension to LISGIS, UNDP may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the agreement; or (b) terminate the management of the Survey by LISGIS, and discuss with the Government of Liberia whether and how UNDP can proceed with the Survey.. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNDP.
5. Subject to paragraph 4(b), above, of the present Article, LISGIS may terminate the present Agreement in cases where a condition has arisen that impedes LISGIS from successfully fulfilling its responsibilities under the present Agreement, by providing UNDP with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination.
6. LISGIS may terminate the present Agreement only under point 5, above, of the present Article, after consultations have been held between LISGIS and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.
7. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. LISGIS shall undertake no forward commitments and shall return to UNDP, within 15 days, all unspent funds and a full accounting thereof, supplies and other property provided by UNDP unless UNDP has agreed otherwise in writing.
8. In the event of any termination by either Party under the present Article, UNDP shall reimburse LISGIS only for the costs incurred to implement the Survey in conformity with the express terms of the

present Agreement. Reimbursements to LISGIS under this provision, when added to amounts previously remitted to it by UNDP in respect of the Survey, shall not exceed the total UNDP allocation for the Survey.

9. In the event of transfer of the responsibilities of LISGIS for the management of a Project to another institution or persons, LISGIS shall cooperate with UNDP and the other institution or person in the orderly transfer of such responsibilities.

Article XIV. Force majeure

1. In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, as defined in Article I, paragraph 1, above, the Party affected by the Force majeure shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UNDP, in accordance with Article XIII, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

2. In the event that the present Agreement is terminated owing to causes constituting *Force Majeure*, the provisions of Article XIII, paragraphs 8 and 9, above, shall apply.

Article XV. Arbitration

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

Article XVI. Privileges and Immunities

Nothing in or relating to the present Agreement shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations and UNDP.

Article XVII. Amendments

The present Agreement or its Annex may be modified or amended only by written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

For LISGIS:

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

For UNDP:

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

Witnessed by the Government by:

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____