

Revised: 10 Mar 2014

**STANDARD LETTER OF AGREEMENT BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND  
THE GUYANA WATER INCORPORATED  
ON THE IMPLEMENTATION OF PILOT PROJECTS UNDER THE JAPAN CARIBBEAN  
CLIMATE CHANGE PARTNERSHIP  
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Dr. Van West-Charles,

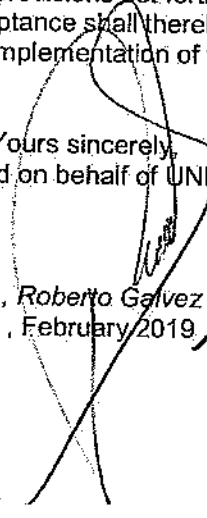
1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in [Guyana] and officials of the *Guyana Water Incorporated* with respect to the realization of activities by the *Guyana Water Incorporated* in the implementation of the project 0095009 *Japan-Caribbean Climate Change Partnership*, as specified in Attachment 1: Project Document, to which UNDP has been selected as the implementing partner.
2. In accordance with the Project Document and with the following terms and conditions, we confirm our acceptance of the activities to be provided by the *Guyana Water Incorporated* towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between the *Guyana Water Incorporated* and UNDP on all aspects of the Activities.
3. *Guyana Water Incorporated* shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial regulations, rules and other directives, only to the extent they are consistent with UNDP's Financial Regulations and Rules. In all other cases, UNDP's Financial Regulations and Rules must be followed.
4. In carrying out the Activities under this Letter, the personnel and sub-contractors of the *Guyana Water Incorporated* shall not be considered in any respect as being the employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of *Guyana Water Incorporated* or its personnel, or of its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the *Guyana Water Incorporated*, or its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with *Guyana Water Incorporated*, shall work under the supervision of the designated official of the *Guyana Water Incorporated*. These subcontractors shall remain accountable to *Guyana Water Incorporated* for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to *Guyana Water Incorporated*, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. *Guyana Water Incorporated* shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. *Guyana Water Incorporated* shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when *Guyana Water Incorporated* is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in Attachment 2. UNDP shall have no obligation to provide *Guyana Water Incorporated* with any funds or to make any reimbursement for expenses incurred by the *Guyana Water Incorporated* in excess of the total budget as set forth in Attachment 3.


8. *Guyana Water Incorporated* shall submit a cumulative financial report each quarter (31 March and 30 June). The report will be submitted to UNDP through the UNDP Resident Representative within 10 days following those dates. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will include the financial report by the *Guyana Water Incorporated* in the financial report for 0095009 Japan-Caribbean Climate Change Partnership.
9. *Guyana Water Incorporated* shall submit progress reports relating to the Activities as may reasonably be required by the J-CCCP Project Manager in the exercise of his or her duties.
10. *Guyana Water Incorporated* shall furnish a final report within one month after the completion or termination of the Activities, including a list of non-expendable equipment purchased by the *Guyana Water Incorporated* and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.
11. Equipment and supplies that may be furnished by UNDP or procured through UNDP funds will be disposed as agreed, in writing, between UNDP and the *Guyana Water Incorporated*.
12. Any changes to the Project Document which would affect the work being performed by *Guyana Water Incorporated* in accordance with Attachment 2 shall be recommended only after consultation between the parties.
13. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the *Guyana Water Incorporated* and UNDP.
14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of Activities of the *Guyana Water Incorporated* according to Attachment 2, or until terminated in writing (with 30 days' notice) by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued performance by the *Guyana Water Incorporated* unless it receives written indication to the contrary from UNDP.
15. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.
16. Any amendment to this Letter shall be effected by agreement, in writing.
17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Mr. Roberto Galvez, Resident Representative, 42 Brickdam and United Nations Place, Georgetown.
18. *Guyana Water Incorporated* shall keep the UNDP Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.
19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.
20. Any dispute between the UNDP and the *Guyana Water Incorporated* arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures,

provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.

21. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for your *Guyana Water Incorporated's* participation in the implementation of the project.

Yours sincerely,  
Signed on behalf of UNDP

  
Mr., Roberto Galvez  
February 2019,

  
Signed on behalf of *Guyana Water Incorporated*  
Dr. Richard Van West-Charles,  
Managing Director  
[ 4<sup>th</sup> February 2019]

## Attachment 1

### PROJECT DOCUMENT

## Attachment 2

### DESCRIPTION OF ACTIVITIES

Project number: 0095009

Project title: Japan-Caribbean Climate Change Partnership

#### Results to be achieved by Guyana Water Incorporated

The Guyana Water Incorporated will support the achievement of the following result for Region 9 in Guyana in order to increase resilience of indigenous communities in the hinterland to vulnerabilities in the drought period through improved water quality, access and storage;

1. Approximately 762 men and 699 women with improved access to water that meets international drinking standards
2. 12,000 US gallons of increased storage capacity which meets international drinking water standards.
3. 15 persons trained - 6 community members, 5 GWI staff, 2 technical officers from OCC and 2 from Regional Authorities (at least 5 women) received training in climate change adaptation principles and techniques related to installation and maintenance of community-based water systems
4. 11.6 kWh of renewable energy capacity installed in target areas

#### Work to be performed by Guyana Water Incorporated

The Guyana Water Incorporated will provide national oversight as well as undertake the financial management and financial reporting for the following project activities under the approved pilot project entitled "**Improved access to water in drought prone rural communities in Guyana**":

1. Procure a resistivity meter which will provide information to guide future exploration to determine suitable locations to drill for groundwater in the three villages;
2. Conduct well inspection/pump test to measure potential yield capacity for seven (7) wells. 7 wells have undergone pump tests and have already been assessed which provided details about the condition of the wells and the amount of rehabilitation works needed;
3. Increase extraction from communal wells, by increasing solar pumping capacity, increased number of extraction wells and rehabilitation works to storage structure;
4. Installation of 12 additional water tanks for (4 in Nappi, 4 in Parishara, 4 in Hiawa) communal wells;
5. Install three (3) water purification tanks at communal wells (1 in Nappi, 1 in Parishara, 1 in Hiawa) to assure water quality that meets international drinking standards;
6. Install rain water harvesting infrastructure at the new nursery school in Hiawa;
7. Purchase and install 7 flow meters to monitor well extraction;
8. Install Security lighting near infrastructure to allow for water access at night and reduce vandalism; and
9. Hire a water expert to provide technical support toward quality assurance.

In addition, the project will develop the capacity of the communities' water quality management in Parishara, Nappi and Hiawa villages by the following activities;

1. Conduct water quality testing of communal wells at the beginning of the project to obtain baseline data as well as at the end of the project to validate the results
2. Conduct trainings to the communities as well as government counterparts on water quality management and maintenance of solar pump and water tanks
3. Develop Standard Operation Procedure (SOP) of water quality management in 3 villages for climate resilient infrastructure (this will be done by GWI in collaboration with the Ministry responsible for Health)
4. Purchase 3 test kits for water quality testing in each village as well as reagents for test kits.

GWI will also provide technical expertise as well as in-kind contribution to complete designs for electrical modifications, installation of solar arrays, transportation of goods and personnel to work in the communities, maintenance of the systems, monitoring of water quality as well as the training, and development of the SOPs.

#### Description of inputs:

The Guyana Water Incorporated will provide the financial framework for the pilot project which includes the account for receipt of funds, established internal mechanism for fund requests and guidelines for internal financial reporting. Additionally, the Responsible Party will provide general oversight for expenditure related to the activities.

#### Annexes:

Annex 1- Pilot Project Proposal  
Annex 2- Detailed Project Implementation Plan  
Annex 3- Project Procurement Plan

Attachment 3

Scheduled of Activities, Facilities and Payments

Year: 2018

EXPECTED CP OUTPUTS and indicators including annual targets.	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	TIMEFRAME				PLANNED BUDGET			SCHEDULE OF PAYMENTS BY UNDP	
		Q1	Q2	Q3	Q4	UNDP Accounting Code	Budget Description	Amount (USD)	Q1	Q2
Output 2.1 Affordable climate- resilient community- based water harvesting, storage and distribution systems designed, built and rehabilitated in selected target areas	Conduct well inspection/pump test to measure potential yield capacity for seven (7) possible communal wells (completed)					71600	Travel	\$7,000.00	\$7,000.00	
Indicator: Number of men and women with improved access to water which meets international drinking water standards  Target: 762 men and 699 women (to be confirmed during pilot project implementation)	Conduct water quality analysis, heavy metals testing for the seven (7) well locations					72100	Contractual Services	\$2,000.00	\$1,000.00	\$1,000.00

<p>Output 2.1: Affordable climate-resilient community-based water harvesting, storage and distribution systems designed, built and rehabilitated in selected target areas</p> <p>Indicator: Number of gallons of increased storage capacity which meets international drinking water standards</p> <p>Target: 12,000 gallons of treated water meeting international drinking standards produced</p>	Development, transportation and installation of signage for 4 locations					72100	Contractual Services-Companies	\$ 2,100.00	\$ 2,100.00	
	Installation of 8 security lights					72100	Contractual Services-Companies	\$1,600.00	\$1,000.00	\$600.00
	Install Rain Water infrastructure at the new nursery school in Hiawa					72300	Materials and Goods	\$1,000.00	\$1,000.00	
	Upgrade of trestles and distribution systems					72100	Contractual Services-Companies	\$30,000.00	\$20,000.00	\$10,000.00
	Procure reagents for water quality tests					72300	Materials and Goods	\$600.00	\$600.00	
	Procure 3 test kits for water quality testing in each village					72300	Materials and Goods	\$6000.00	\$6000.00	
	Procure and Install 12 additional water tanks (4 in Nappi, 4 in Parishara, and 4 in Hiawa) at communal wells and rehabilitation works to storage structures					72300	Materials and Goods	\$8,700.00	\$7,000.00	\$1,700.00

	Procure and Install three (3) C2 Lifesaver tanks at (1 in Nappi, 1 in Parishara, 1 in Hiawa) communal wells to assure water quality that meets international drinking standards		72300	Materials and Goods	\$75,000.00	\$75,000.00	
	Procure an electrical resistivity logger with induced polarization (IP), and self-potential (SP) system, used to scan and image the subsurface of the earth and visualize the results in 2D slices or 3D volumes		72300	Materials and Goods	\$32,000.00	\$32,000.00	
	Procure and Install 7 (3 in Nappi, 2 in Parishara and 2 in Hiawa) flow meters to communal wells in the three Villages		72300	Materials and Goods	\$700.00	\$700.00	



<p>Output 2.6 Energy pilot demonstrations applied to selected adaptation, mitigation and disaster risk management interventions to catalyse low-emission climate-resilient technology transfer, development and investments in the Caribbean</p> <p>Indicator- Number kWh of RE capacity installed in target area</p> <p>Target – 8.25 kWh of RE capacity installed in target area</p>	<p>Procure and Install 4 new additional solar pump systems at 4 well locations in the three villages. (1 in Hiawa, 2 in Nappi and 1 in Parishara.)</p>			<p>72300</p>	<p>Materials and Goods</p>	<p>\$48,000.00</p>	<p>\$38,000.00</p>	<p>\$10,000.00</p>
<p>Output 2.1 Output 2.1: Affordable climate-resilient community-based water harvesting, storage and distribution systems designed, built and rehabilitated in</p>	<p>Conduct training workshop for the three villages on maintaining water quality</p> <p>Monitoring and Evaluation by GWI</p> <p>Monitoring and Evaluation by OCC</p>			<p>75700</p>	<p>Training, Workshops and Confer</p>	<p>\$7,000.00</p>	<p>\$7,000.00</p>	
				<p>71600</p>	<p>Travel</p>	<p>\$10,000.00</p>	<p>\$5,000.00</p>	
				<p>71600</p>	<p>Travel</p>	<p>\$3,000.00</p>	<p>\$1,000.00</p>	<p>\$2,000.00</p>

selected target areas Indicator – Number of men and women who have received training in climate change adaptation principles and techniques relating to installation and maintenance of community-based water systems	Contingency	74500	Miscellaneous Expenses	\$20,652	\$20,652	\$20,652
<b>Total</b>					<b>\$255,352.00</b>	<b>\$197,400.00</b>
						<b>\$57,952.00</b>

**Note:**

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- Adjustments within each of the sections may be made in consultation between UNDP and the *Guyana Water Incorporated*. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.
- The approval of a request for an advance by the *Guyana Water Incorporated* is subject to the verification by UNDP that at least 80% of the previous advance given and 100% of all earlier advances have been liquidated.

