



**STANDARD LETTER OF AGREEMENT BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND  
CONSELHO DE IMPRENSA DE TIMOR-LESTE  
ON THE IMPLEMENTATION OF "EU-UN SPOTLIGHT INITIATIVE TO ELIMINATE VIOLENCE  
AGAINST WOMEN AND GIRLS"  
WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as "UNDP") in Timor-Leste and officials of the *Conselho de Imprensa de Timor-Leste* with respect to the realization of activities by the *Conselho de Imprensa de Timor-Leste* in the implementation of the project EU-UN Spotlight Initiative to Eliminate Violence Against Women and Girls (ID 00125950), as specified in Attachment 1: Project Document, to which UNDP has been selected as 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 *Conselho de Imprensa de Timor-Leste* towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between the *Conselho de Imprensa de Timor-Leste* and UNDP on all aspects of the Activities.

3. The *Conselho de Imprensa de Timor-Leste* 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 *Conselho de Imprensa de Timor-Leste* 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 the *Conselho de Imprensa de Timor-Leste* 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 *Conselho de Imprensa de Timor-Leste*, and its personnel as a result of their work pertaining to the Activities.

5. Any subcontractors, including NGOs under contract with the *Conselho de Imprensa de Timor-Leste*, shall work under the supervision of the designated official of the *Conselho de Imprensa de Timor-Leste*. These subcontractors shall remain accountable to the *Conselho de Imprensa de Timor-Leste* for the manner in which assigned functions are discharged.

6. Upon signature of this Letter, UNDP will make payments to the *Conselho de Imprensa de Timor-Leste*, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.

7. The *Conselho de Imprensa de Timor-Leste* shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. The *Conselho de Imprensa de Timor-Leste* shall regularly consult with UNDP concerning the status

and use of funds and shall promptly advise UNDP any time when the *Conselho de Imprensa de Timor-Leste* is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in the Attachment 2. UNDP shall have no obligation to provide the *Conselho de Imprensa de Timor-Leste* with any funds or to make any reimbursement for expenses incurred by the *Conselho de Imprensa de Timor-Leste* in excess of the total budget as set forth in Attachment 3.

8. The *Conselho de Imprensa de Timor-Leste* shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). The report will be submitted to UNDP through the UNDP Country Director or UNDP Resident Representative within 30 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 *Conselho de Imprensa de Timor-Leste* in the financial report for EU-UN Spotlight Initiative to Eliminate Violence Against Women and Girls (ID 00125950).

9. The *Conselho de Imprensa de Timor-Leste* shall submit such progress reports relating to the Activities as may reasonably be required by the project manager in the exercise of his or her duties.

10. The *Conselho de Imprensa de Timor-Leste* shall furnish a final report within 12 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by the *Conselho de Imprensa de Timor-Leste* 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 *Conselho de Imprensa de Timor-Leste*.

12. Any changes to the Project Document which would affect the work being performed by the *Conselho de Imprensa de Timor-Leste* 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 *Conselho de Imprensa de Timor-Leste* 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 *Conselho de Imprensa de Timor-Leste* 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 *Conselho de Imprensa de Timor-Leste* 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 mutual agreement, in writing,

17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Munkhtuya Altangerel UNDP Resident Representative, UNDP Timor-Leste.

18. The *Conselho de Imprensa de Timor-Leste* shall keep the UNDP Country Director/Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

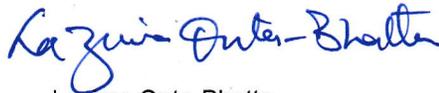
19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

20. Any dispute between the UNDP and the *Conselho de Imprensa de Timor-Leste* 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 the *Conselho de Imprensa de Timor-Leste's* participation in the implementation of the project.

Yours sincerely,

Signed on behalf of UNDP Timor-Leste



Lazima Onta-Bhatta  
Officer in Charge  
Date: 21<sup>st</sup> June 2021

Signed on behalf of the *Conselho de Imprensa de Timor-Leste*



Virgilio da Silva Guterres  
President of the *Conselho de Imprensa de Timor-Leste*  
Date: 21<sup>st</sup> June 2021