

CO2/2018

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS CAPITAL DEVELOPMENT FUND
AND
AYUNTAMIENTO DE MÁLAGA LOCAL DEVELOPMENT AGENCY (MUNICIPAL
GOVERNMENT OF MÁLAGA L.D. AGENCY)
ON THE IMPLEMENTATION OF
THE WORLD ALLIANCE OF CITIES AGAINST POVERTY NETWORK (WACAP)**

Your Excellency,

1. Reference is made to the consultations between officials of the United Nations Capital Development Fund (hereinafter referred to as "UNCDF") in Headquarters, New York, USA, and officials of Ayuntamiento de Málaga (Municipal Government of Málaga), Kingdom of Spain, with respect to the realization of activities by the Municipal Government of Málaga in the implementation of the World Alliance of Cities Against Poverty Network, hereinafter referred to as "WACAP", as part of UNCDF's Global Municipal Investment Finance (MIF) Programme.
2. In accordance with the draft concept note developed jointly between UNCDF and the Municipal Government of Málaga, Attachment 1, and with the following terms and conditions, we confirm our acceptance of the activities to be provided by the Municipal Government of Málaga L.D. Agency towards organizing a number of joint high-level meetings and events, as specified in Attachment 2: Description of Activities (hereinafter referred to as "Activities"). Close consultations will be held between Municipal Government of Málaga L.D. Agency and UNCDF on all aspects of the Activities.
3. The Municipal Government of Málaga L.D. Agency 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 UNCDF's Financial Regulations and Rules. In all other cases, UNCDF's Financial Regulations and Rules must be followed.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of Municipal Government of Málaga L.D. Agency shall not be considered in any respect as being the employees or agents of UNCDF. UNCDF does not accept any liability for claims arising out of acts or omission of the Municipal Government of Málaga L.D. Agency 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 Municipal Government of Málaga L.D. Agency, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with the Municipal Government of Málaga L.D. Agency, shall work under the supervision of the designated official of the Municipal Government of Málaga L.D. Agency. These subcontractors shall remain accountable to the Municipal Government of Málaga L.D. Agency for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNCDF will make payments to the Municipal Government of Málaga L.D. Agency, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. Municipal Government of Málaga L.D. Agency shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 1. Municipal Government of Málaga L.D. Agency shall regularly consult with UNCDF concerning the status and use of funds and shall promptly advise UNCDF any time when the Municipal Government of Málaga L.D. Agency 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. UNCDF shall