Letter of Agreement

Between

FAO of the United Nations and the Government of Lao PDR

Purpose

To cooperate in the implementation of the project for Improving the Resilience of the Agriculture Sector in Lao PDR to Climate Change Impacts.

For implementation of

Improving the Resilience of the Agriculture Sector in Lao PDR to Climate Change Impacts

January 2013
Letter of Agreement (hereinafter referred to as the "LOA") made between the Implementing Partner National Agriculture and Forestry Research Institute and the RESPONSIBLE PARTY Department of Land Planning and Development, MONRE

WHEREAS [National Agriculture and Forestry Research Institute] (hereinafter referred to as "the Implementing Partner") has been requested by the United Nations Development Programme ("UNDP") to manage the project defined in project document [project number 00076176 Improving the Resilience of the Agriculture Sector in Lao PDR to Climate Change Impacts] (hereinafter referred to as "the Project"), implemented at the request of the Government of [Lao PDR]

WHEREAS the Implementing Partner [National Agriculture and Forestry Research Institute] and UNDP desire to provide funding to the RESPONSIBLE PARTY in the context of a Project and on the terms and conditions hereinafter set forth, and
WHEREAS the RESPONSIBLE PARTY is ready and willing to accept such funds from the Implementing Partner [National Agriculture and Forestry Research Institute] and UNDP through the administration of UNDP for the above mentioned activities on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

I. Responsibilities of the RESPONSIBLE PARTY

1. The RESPONSIBLE PARTY shall carry out any activities associated with the project as described in its Workplan and Budget (attached), and updates related to the subsequent release of funds in tranches; and 2) Provide quarterly reports to the Implementing Partner. Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in the Work Plan (Attachment 2) and are subject to external audit as per NIM procedures.

2. The RESPONSIBLE PARTY agrees to reach the performance targets contained in the Work Plan. If the RESPONSIBLE PARTY fails to meet its responsibilities outlined in article 1.1, then this might be considered grounds for the Implementing Partner to suspend any further disbursements to the Responsible Party. The suspension shall remain in effect until the RESPONSIBLE PARTY has achieved the target.

3. The RESPONSIBLE PARTY agrees to inform the Implementing Partner about any problems it may face in attaining the objectives agreed upon.
II. Duration

2.1 This Agreement will come into effect on [1 December 2012] and shall expire on [30 November 2013], covering the anticipated term of the project. It can be extended, if necessary by exchange of letters, noting the new expiration date.

III. Payments

3.1 The Implementing Partner shall provide funds to the RESPONSIBLE PARTY in an amount up to [one hundred forty six thousand nine hundred and seventy-five USD] according to the schedule of the project budget set out below. Payments are subject to the RESPONSIBLE PARTY meeting the outputs as specified in the Work Plan (attached).

(จำนวนเงินตามสัญญา 146,975, ไอซีดี) ให้ผู้รับผิดชอบในการ [CURRENCY AND AMOUNT 146,975 USD], upon signature of this Agreement.

3.2 All payments shall be deposited into the RESPONSIBLE PARTY's bank account of which the details are as follows.

[ธนาคารชื่อธนาคาร NAME OF THE BANK]
[เลขบัญชีธนาคาร BANK ROUTING NUMBER]
[เลขบัญชีผู้รับประโยชน์ BENEFICIARY ACCOUNT NAME]
[เลขบัญชีผู้รับประโยชน์ BENEFICIARY ACCOUNT NUMBER]
[ที่อยู่ทำธุรกรรม ADDRESS OF THE BANK]
3.3 The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the RESPONSIBLE PARTY in the performance of the activities under this Agreement.

IV. Records, Information and Reports

4.1 The RESPONSIBLE PARTY shall maintain clear, accurate and complete records in respect of the funds received under this Agreement.

4.2 The RESPONSIBLE PARTY shall furnish, compile and make available at all times to the Implementing Partner and UNDP any records or information, oral or written, which the Implementing Partner or UNDP may reasonably request in respect of the funds received by the RESPONSIBLE PARTY.

4.3 Within sixty days after completion of project activities, the RESPONSIBLE PARTY shall provide the Implementing Partner and UNDP with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the outputs and corresponding expenditure, utilizing the reporting formats contained in Annex 3.

4.4 The RESPONSIBLE PARTY shall provide reports as per Attachment 3: Progress report and Expenditure report, on a quarterly basis, not later than the 10th of the month following each quarter.

4.5 All activities undertaken under this LOA should comply with the UNDP NIM Procedures as elaborated in Attachment No 4.
4.6 All further correspondence regarding the implementation of this Agreement should be addressed to:

For the Implementing Partner

Mr Khamphone MOUNLAMAI
Project Manager IRAS/NAPAFU Project Climate Change Adaptation
Deputy Director Research Management Division
National Agriculture and Forestry Research Institute (NAFRI)
Ministry of Agriculture and Forestry (MAF), Vientiane, Lao PDR
Phone: +856 21 771594, Mobile: +856 20 55800755, Fax: +856 21 771593

For UNDP

Singha OUNIYOM (Mr.)
Climate Change Specialist, Environment Unit
United Nations Development Programme
Lane Xang Avenue, UNDP Lao PDR, Vientiane
Email: Singha.ouniyom@undp.org, Tel: +856 (21) 267777 ext 711/267771, Fax: +856 (21) 267 799 / 264 939,
Mobile Phone: +856 ( 20 ) 54040749

[Optional] For CONTRACTOR

[INSERT NAME OF AUTHORIZED OFFICIAL AND ADDRESS]

For the RESPONSIBLE PARTY

Mr Vinh PHENGDOUANG
Project Coordinator IRAS/NAPAFU Project Climate change Adaptation
Deputy Director General
Department of Land Planning and Development
Ministry of Natural Resource and Environment (MONRE), Vientiane, Laos.
Email: vinhphoo@yahoo.com
Phone: +856 (21) 213266, Mobile: +856 (20) 99872340, Fax: +856 (21) 212002

And Mr souliya CHANTHONGSY; Deputy Porject Coordinator IRAS/NAPAFU Project Climate change Adaptation Technical
Department of Land Planning and Development
Ministry of Natural Resource and Environment (MONRE), Vientiane, Laos.
Email: sou_liya@hotmail.com
Phone: +856 (21) 212002, Mobile: +856 (20) 22007474/55624634, Fax: +856 (21) 212002

V. General Provisions

5.1 In the event of any dispute or controversy which may arise as a result of, in connection with, or relating to this Agreement, the parties shall endeavor to settle such dispute or controversy by negotiation in good faith, and in the event of failure to reach an agreement, any such dispute or controversy shall be submitted to arbitration in accordance with the rules of the International Chamber of Commerce. The place of arbitration shall be Vientiane, Laos. The arbitral proceedings shall be in English. This Agreement and the Annexes attached hereto shall form the entire Agreement between [Department of Land Planning and Development] and the Implementing Partner, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

5.2 In the event of any dispute or controversy which may arise as a result of, in connection with, or relating to this Agreement, the parties shall endeavor to settle such dispute or controversy by negotiation in good faith, and in the event of failure to reach an agreement, any such dispute or controversy shall be submitted to arbitration in accordance with the rules of the International Chamber of Commerce. The place of arbitration shall be Vientiane, Laos. The arbitral proceedings shall be in English. This Agreement and the Annexes attached hereto shall form the entire Agreement between [Department of Land Planning and Development] and the Implementing Partner, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.
The RESPONSIBLE PARTY shall carry out all activities described in its Workplan with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that the RESPONSIBLE PARTY shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1 and that the Implementing Partner and UNDP shall not interfere in the exercise of such control. However, both the qualities of work and the progress being made toward successfully achieving the expected outputs shall be subject to review by the Implementing Partner. If at any time the Implementing Partner is not satisfied with the quality of work or the progress being made toward achieving the expected outputs, the Implementing Partner may: (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the RESPONSIBLE PARTY as described in paragraph 5.7 below; and/or seek any other remedy as may be necessary. The Implementing Partner's determination as to the quality of work being performed and the progress being made toward the expected outputs shall be final and shall be binding and conclusive upon the RESPONSIBLE PARTY insofar as further payments are concerned.

5.3  The outputs committed to the Achievement of the Objectives and Indicators shall be monitored and evaluated regularly to ensure that the results are achieved in line with the agreed upon objectives and indicators. The Implementing Partner and UNDP undertake no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the RESPONSIBLE PARTY.

5.4  The Implementing Partner and the UNDP shall not be responsible for providing any insurance cover or any other form of protection for persons working under this Agreement. The Implementing Partner and UNDP undertake no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the RESPONSIBLE PARTY.

5.5  The RESPONSIBLE PARTY shall be solely liable for claims by third parties arising from the implementation of the outputs committed to the Achievement of the Objectives and Indicators.
RESPONSIBLE PARTY's acts or omissions in the course of performing this Agreement and under no circumstances shall The Implementing Partner and UNDP be held liable for such claims by third parties.

5.6 ฝ่ายให้เป็นข้อสำคัญว่าฝ่ายให้รับผิดชอบที่จะจับจ่ายทรัพย์สินต่างๆที่เกี่ยวข้องกับโครงการนี้ จัดหาและรับผิดชอบในการจดทะเบียนทรัพย์สินดังกล่าว รวมถึงการรับผิดชอบในการจดทะเบียนทรัพย์สินประเภทอื่น ๆ ที่ส่งผลต่อการดำเนินงานโครงการนี้ เนื่องจากค่าทรัพย์สินที่จะจัดหาจะต้องมีการจดทะเบียนที่ถูกต้องตามที่กฎหมายกำหนด ซึ่งส่งผลต่อการดำเนินงานโครงการนี้ และ ภายใต้การให้สัมบัติการจัดหาทรัพย์สิน ฝ่ายให้จะต้องจัดหาทรัพย์สินให้ให้ตามที่กำหนดในโครงการนี้.

Assets (Equipment) supplied by UNDP funds to the RESPONSIBLE PARTY shall be the property of UNDP until the end of the project, at which time UNDP shall determine the best use of these assets. In cases where the RESPONSIBLE PARTY has met its responsibilities under this agreement, and handover of the asset would contribute to the sustainability of activities, UNDP would normally handover these assets to the RESPONSIBLE PARTY. The assets shall be used for the purpose indicated in the Workplan throughout the period of this Agreement.

5.7 ฝ่ายให้ตกลงว่าจะเริ่มดำเนินการจัดหาทรัพย์สินที่เกี่ยวข้องกับโครงการนี้ โดยหากผู้ให้ได้จัดหาทรัพย์สินตามความต้องการ และ ผู้ให้ยินยอมให้การจัดหาทรัพย์สินที่เกี่ยวข้องกับโครงการนี้ ผู้ให้จะต้องจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้. ณ วันที่ 5.6 ข้อตกลงนี้ ผู้ให้ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้. This Agreement may be terminated by either party before completion of the Agreement by giving thirty (30) days written notice to the other party, and the RESPONSIBLE PARTY shall promptly return any unutilized funds to the Implementing Partner as per paragraph 5.6 above.

5.8 ผู้ให้ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้ และ ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้ และ ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้ และ ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้ และ ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้ และ ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้ และ ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้ และ ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้ และ ตกลงจะจัดหาทรัพย์สินตามที่ระบุไว้ในความตกลงนี้. The RESPONSIBLE PARTY acknowledges that the Implementing Partner and UNDP and its representatives have made no actual or implied promise of funding except for the amounts specified by this particular tranches Agreement. Although project related documents may indicate a total amount of funds that could be available for this RESPONSIBLE PARTY, actual disbursements will be based upon the RESPONSIBLE PARTY meeting performance targets. If any of the funds are returned to the Implementing Partner and UNDP or if this Agreement is rescinded, the RESPONSIBLE PARTY acknowledges that the Implementing Partner and UNDP will have no further obligation to the RESPONSIBLE PARTY as a result of such return or rescission.
5.9. Any modification or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Implementing Partner, and the RESPONSIBLE PARTY, respectively, have on behalf of the Implementing Partner and the RESPONSIBLE PARTY signed the present Letter of Agreement (LOA) on the dates indicated below their respective signatures.

On behalf of Implementing Partner:
Name: Dr. Bounthong Bouahon
Title: National Project Director, Director of NAFRI
Date: 09 JAN 2013

On behalf of the RESPONSIBLE PARTY:
Name: Mr. Vongdertane VONGSIHARATH
Title: Director General of Department of Land Planning and Development
Date: 26 VAP 2012
DESCRIPTION OF ACTIVITIES

Project title: [Provide project title]

The district macro landuse plan is very important and as need for the development target on social-economic of the country. For now and in the future. Moreover, the activities will some how indicate the efficiency of the land use which related to the environmental protection, economic development for the short and longer term especially for the current of CC results that impact to the landuse plan. As the government stated, the district is the development unit that advise directly to the villages and Kumban development. and also to support the district on the promote the strategy to contribute to the poverty reduction on the ground. The landuse planning activities will be conduct at the 10 villages of each district the propose Champhone, Outhphone district SVNK province, Paklai and Phien district on the landuse map and desamination.

1. [Provide activities details]
Local Authorities, Kumban and district can be able to manage landuse plan created and indicate the promotion direction base on its potential area and its resources and link to the environment protection and reservation

2.  The boundaries of Villages and kumban, reservation, protection of forestry are indicated clearly aim at management and used in the future

3.  Technical staff at all level in the working area strengthen especially the land use planing in the prr districts and continue to others districts.

4.  All of the related sectors at central and local level will participate and involve to the process of landuse planing

5.  All available of landuse from the survey and landuse plan

6.  Best practice from the activities will be extended to other districts

**Work to be performed by [the Government ministry/institution/IGO]**

**Explain the activities to be carried out by [the Government ministry/institution/IGO]**

**Step 1 Preparation**
- Meeting exchange view
- Committee setup to draw up the actual planning
- Training for technical staff and practices
Semina and technical training for provincial and district staff.
- Data collection and Communication.
  - Data collection on social-economics, area where impact from CC
  - Survey to indicate the area of the villages, evaluate the landuse and geography
  - Analysed and plotting the draft of the landuse map
  - Plot the map base on the actual use within the villages
  - Plotting the management villages map from the new data collected and agreed
  - Plotting the management villages map from agreed
  - Plotting the map from the risk of disater from CC
  - Draft master plan of land use and submit to district authorities
Description of inputs:

Provide a detailed description of the project inputs by activity. This may include personnel, contracts, training, equipment, miscellaneous and micro-capital grants.

(to be insert) to achieve such outputs, it required the key inputs on resources: central to local provincial and district to be available for implementing the activities proposed. As mention, all of the four districts of the IRAS are yet done any training or conducting implementing on land use so, there need some inputs as for current short term and longer term. Key inputs are: staff at the districts will have to be able to continue the
work after the mission of this agreement expired. For e.g the most key need inputs are: DSA, travel/vehicle, equipment IT: desktops and laptops, GPS, satellite map, training, pritings and meetings related

เข้าระบายข้อคิดเห็น: Annexes

ให้ยืดหยุ่นเฉพาะสำหรับที่ต้องการแรมสมทบ ตั้งแต่การวางแผนและตรวจสอบการประสานงาน ผู้ร่วมงาน, รายละเอียด, รายละเอียดที่จำเป็นที่จะต้องมี แบบยืดหยุ่นเฉพาะสำหรับการประสานงาน

Attach, as appropriate, job descriptions for consultants, terms of reference for contracts, technical specifications for equipment items, training nomination forms, etc.
### Expected CP Outputs and Indicators Including Annual Targets

**PLANNED ACTIVITIES**

List all activities to be undertaken during the year towards stated outputs.

<table>
<thead>
<tr>
<th>Year</th>
<th>Timeframe</th>
<th>Planned Budget</th>
<th>Schedule of Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
</tr>
<tr>
<td></td>
<td>Amount</td>
<td>Q4</td>
<td></td>
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</tbody>
</table>

**Total**
• ทบทวนแผนปฏิบัติการแต่ละด้าน สามารถแก้ไขได้ในแผนปฏิบัติการและจะนำเสนอในเอกสารและคู่มือสำคัญต่อไป. ทบทวนแผนปฏิบัติการแต่ละด้าน ทบทวนแผนปฏิบัติการแต่ละด้าน และคู่มือสำคัญต่อไป. Adjustments within each of the sections may be made in consultation between the Implementing Partner. 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.
<table>
<thead>
<tr>
<th>Items</th>
<th>RBM Code</th>
<th>Description</th>
<th>DSA</th>
<th>Travel cost</th>
<th>Stationery</th>
<th>Materials</th>
<th>Miscellenu</th>
<th>Total(Kip)</th>
<th>Time table Q</th>
<th>Remark</th>
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</thead>
<tbody>
<tr>
<td>A.</td>
<td>1.3.133</td>
<td>Meeting exchange view</td>
<td>14000,000</td>
<td>5600,000</td>
<td>3500,000</td>
<td>2400,000</td>
<td>1500,000</td>
<td>27000,000</td>
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<td>IRAS-DLPD</td>
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<td></td>
<td>1.3.133</td>
<td>Meeting in Province disseminate the land planning at target district of project</td>
<td>44320,000</td>
<td>12220,000</td>
<td>3600,000</td>
<td>2800,000</td>
<td>2926,000</td>
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<td>IRAS-DLPD</td>
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<td>DLPD Meeting quarter</td>
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<td>IRAS-DLPD</td>
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<td>1.3.133</td>
<td>Meeting in target district related sectors to participate disseminate the plan on policy, law and project</td>
<td>22160,000</td>
<td>7890,000</td>
<td>3800,000</td>
<td>1400,000</td>
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<td>Meeting in villages-groups disseminate the land planning at related villages leader</td>
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<td>Monthly meeting of coordinator and technical in target district</td>
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<td>Held a meeting and disseminate the land use plan at the micro level</td>
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<td>3600,000</td>
<td>2800,000</td>
<td>2926,000</td>
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<td>Q4</td>
<td>IRAS-DLPD</td>
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<tr>
<td></td>
<td>1.3.133</td>
<td>Held a meeting and at central level, and dissemination at the micro level</td>
<td>22160,000</td>
<td>4330,000</td>
<td>2800,000</td>
<td>1400,000</td>
<td>1428,000</td>
<td>32118,000</td>
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<td>IRAS-DLPD</td>
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<td>B.</td>
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<td>Seminar and Technical training for provincial and district staff in target province</td>
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<td>2000000</td>
<td>3138000</td>
<td>73628000</td>
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<td>Training for technical staff and practices at team in target district</td>
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### C. Activities

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<th>Vehicle and equipment (procurement and maintenance)</th>
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<td>Project Monitoring and Evaluation</td>
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**Total:**  645930000  277460000  36200000  170000000  476440000  1177234000

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**Grand total in USD** 146,970.54

- **1st priority**
- **2nd priority**
- **3rd priority**
<table>
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<tr>
<th>ผลการประเมินผลการพัฒนา</th>
<th>บัณฑิต</th>
<th>ผลการประเมินผลการพัฒนา</th>
<th>ผลการประเมินผลการพัฒนา</th>
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<td>ผลการประเมินผลการพัฒนา</td>
<td>BASLINE</td>
<td>ผลการประเมินผลการพัฒนา</td>
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<tr>
<td>ผลการประเมินผลการพัฒนา</td>
<td>PROPOSED OUTPUTS FOR REPORTING PERIOD</td>
<td>ผลการประเมินผลการพัฒนา</td>
<td>ผลการประเมินผลการพัฒนา</td>
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<tr>
<td>ผลการประเมินผลการพัฒนา</td>
<td>ACTUAL RESULTS FOR REPORTING PERIOD</td>
<td>ผลการประเมินผลการพัฒนา</td>
<td>ผลการประเมินผลการพัฒนา</td>
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<td>ผลการประเมินผลการพัฒนา</td>
<td>PROGRESS TOWARDS OUTPUTS</td>
<td>ผลการประเมินผลการพัฒนา</td>
<td>ผลการประเมินผลการพัฒนา</td>
<td>ผลการประเมินผลการพัฒนา</td>
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MODEL UNDP EXPENDITURE REPORT Period ______

<table>
<thead>
<tr>
<th>Annual indicators including outputs</th>
<th>Planned Budget</th>
<th>Payments and Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>List all activities to be undertaken during the year towards stated outputs</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Payments received</th>
<th>Balance</th>
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</tbody>
</table>

**Total**
เอกสารแนบที่ 4: Attachment 4

 monstratมีวิธีการ NIM: NIM Procedures

1. ภำษำจำย: Procurement (including procurement plan if applicable)
2. ภำษำจำยประจำย: Organization of workshops
3. ภำษำจำยทรัพย์สิน: Asset management
4. ภำษำจำย: Travel
5. ภำษำจำย: Payments
6. อื่นๆ Other