

IMPLEMENTATION LETTER (The IL)

1. The purpose, scope and limitations
2. Functions
3. Alignment with long term development goals.
4. Kenya's journey to self-reliance and new strategic pivots
5. Expected contributions of the parties
6. Collaboration, accountability & implementation framework
7. Q&A

PURPOSE, SCOPE AND LIMITATIONS of a DCFA IL

1. The IL provides the mutual understanding and agreement between Gok as represented By TNT, USG and the ministry.
2. Outlines the specific actions needed to enhance Self-Reliance through Collaboration, Coordination, Communication and Partnership. (Technical Annexes).
3. Highlight the key roles and responsibilities of the parties under the agreement.
4. This IL only covers Appropriations In Aid (AIA). For USAID -Funded Government-To-Government (G2G) Assistance, Referred to as “Revenue” will covered in a different IL as described in ADS 220.

FUNCTIONS OF AN IL

Is a formal correspondence between USAID and another party implementing its activities.

Utilized when host country governments demonstrate capacity to manage program activities

Provides detailed project activity implementation procedures

Critical to achieve broader program objectives as stated in the amplified description of the DCFA.

Encourages dialogue with host country government on development agenda and emerging concerns

Demonstrates strong commitment to timely counterpart contribution and joint activity implementation

Consistent with Paris declaration for aid effectiveness that promotes partnership through ownership, alignment, harmonization, management for results and mutual accountability.

Provides for modification to programs description, documentation, conditions precedent to funds disbursements and approvals

USAID -IL Commitment to Transformative Partnerships

1. Committed to transparency and accountability to serve as a model of open and collaborative governance in management of project activities.
2. Demonstrates complementarity of efforts and building of synergy with host country
3. Tracking trends in partner performance issues across project implementation
4. Demonstrates evidence of data driven results linked with performance indicators
5. Dedicated to protecting the integrity of foreign assistance to support development.
6. Partners with entities and individuals that are considered to have the capability, integrity, and management to implement activities being funded

Alignment with the Long Term Development Goals-LTDGs

1. The projects and activities covered in the IL will contribute to the achievement of the USAID 2020-2025 Country Development Cooperation Strategy and its fully alignment with the GoK national and sectoral strategies.
2. The development process of the new CDCS strategy was in consultation with various stakeholders countrywide to crowdsource Kenyans aspirations and driven by data
3. The description of the specific projects and activities to be undertaken to support the achievement of these long-term goals are agreed upon and included in the technical annex.

ALIGNMENT with LTDGs cont'd e.g. Min of Water, Sanitation and Irrigation Implementation Letter

- USAID's 2020-2025 strategy supports the implementation of the Government of;
 - Kenya's third Medium Term Plan (MTP III),
 - Medium Term Plan IV, and
 - any other strategy implemented under Kenya's Vision 2030, specifically the economic and social pillars, the National Water and Sanitation Strategy, and the National Water Resources Management Strategy.

ALIGNMENT with LTDGs cont'd e.g. Min of Water, Sanitation and Irrigation Implementation Letter

- The collaboration between USAID and the MoWSI to deepen and enhance the bilateral partnership through the various planned activities and expected outcomes outlined in the Technical Annex to this IL.
- Our shared vision is to enhance and strengthen sustainable water resources management and to increase access to safe water services and reasonable standards of sanitation.
- This vision will be jointly achieved through collaborative, relevant, and inclusive policy and legislative reforms, sustainable conservation financing, private sector engagement, technology development and innovations, strategic partnerships with county governments, development partners, private sector and communities, and learning together for continuous improvement.

SUPPORT KENYA'S JOURNEY TO SELF-RELIANCE

1. The Journey towards this self-reliant goal focuses on expanding capabilities and deepening commitment to attain prosperity and well-being for all kenyans.
2. As partners on this journey, USAID will work with GoK Nationally govt and Counties, the private sector, and other non-state actors to compliment each others efforts to achieve the locally-sustained results,
 - a. Supporting Kenya to mobilize public and private revenues,
 - b. Strengthening local capacities, and
 - c. Accelerating enterprise-driven development.

CONTRIBUTIONS OF THE PARTIES

1. USAID's monetary contribution- as described in the technical annexes. USAID's future contributions to the projects and activities are subject to availability of funds and congressional budget allocations .
2. The grantee (e.g. Min of Water): agrees to provide its contribution at various levels technical, in-kind or in cash, which may include, but not be limited to, technical input, office space, administrative overheads, funding and leveraging other resources as grantee's contributions from the GoK State department).

COLLABORATION & ACCOUNTABILITY FRAMEWORK

1. **Joint work planning:** co-create work plans with gok counterpart entities at the national and/or county level, as appropriate.
2. **Joint site visits** USAID and grantee (MOWSI) will jointly participate in USAID site visits to projects and activities covered by this IL.
3. **Joint portfolio reviews:** USAID and the grantee MOWSI will regularly schedule portfolio reviews for projects and activities covered by this IL.
4. **Meetings:** principal representatives will meet as often as they deem appropriate to assess the status of the achievement of dos, results and outcomes of projects and activities covered by this IL.
5. **Joint monitoring & evaluation:** parties under this i will seek to develop a jointly agreed upon monitoring and evaluation plan for the projects and activities covered by this IL

COLLABORATION & ACCOUNTABILITY FRAMEWORK CONT'D

- 1. Audit & oversight:** projects and activities covered by this IL are subject to audit and oversight. usaid will share with the grantee copies of final financial audits and programmatic review and assessments (as permissible).
- 2. Design of new activities:** usaid will include the authorized representatives of the grantee as expanded team members in the design and development of new projects and activities.
- 3. Issuance of official permits and visas:** the grantee will provide, approve or facilitate the timely issuance of, as a permit, license, authorization, approval or other documentation required to implement a project or activity covered by this IL.
- 4. Tax exemption and refund of taxes:** the projects and activities covered by this IL are exempt from taxation in kenya . the grantee expressly agrees to provide all documents and/or approvals required for the upfront exemption of taxation and/or the prompt reimbursement of taxes assessed on all projects and activities covered by this IL.

COLLABORATION & ACCOUNTABILITY FRAMEWORK CONT'D

- 1. Transformational partnership:** Parties seek to overcome the historical donor-recipient transactional relationship and build a strategic transformational partnership. Kenya-owned, Kenya-led and Kenya-managed with strong accountability, transparency, and results. these programs will be co-generated with a shared costing structure.
- 2. Collaborating, learning and adapting:** parties commit to a joint learning agenda for action to be co-generated and jointly implemented to inform policy reforms and adaptive management actions that improve services to citizens.
- 3. Mutual Accountability:** Parties commit to hold each other accountable for making progress against the commitments and actions agreed in the Implementation Letter.

COLLABORATION & ACCOUNTABILITY FRAMEWORK CONT'D

- 1. Countering corruption, fraud waste & abuse:** parties share a zero tolerance for any form of corruption, fraud, waste or abuse and agree to immediately inform the other of any event which interferes or threatens to materially interfere with the successful implementation of projects and activities covered by this IL.
- 2. Conflict of interest:** parties share a zero tolerance for any type of conflict of interest and each agree to take steps to ensure that their respective employees, consultants, contractors and others involved are not in conflict.
- 3. Amendment to the IL:** the IL may be amended by written agreement of the principal representatives of each party.

Thank you

Questions & Answers

