

CAPE VERDE TRANSITION FUND

**Memorandum of Understanding
between
the International Organization for Migration (IOM), the United Nations Resident Coordinator
and
the United Nations Development Programme
regarding the Operational Aspects of the Cape Verde Transition Fund**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is concluded between the International Organization for Migration (hereinafter “IOM”), an inter-governmental organization, established by treaty and having its headquarters at 17, Route des Morillons CH-1211 Geneva 19, Switzerland, the United Nations Resident Coordinator in Cape Verde (hereinafter “Resident Coordinator”) and the United Nations Development Programme, a subsidiary organ of the United Nations, having its Headquarters at One United Nations Plaza, New York, New York 10017, USA, as Administrative Agent of the Cape Verde Transition Fund, (hereinafter “UNDP”);

WHEREAS, the Participating UN Organizations to the Cape Verde Transition Fund have signed a Memorandum of Understanding regarding the Operational Aspects of the Cape Verde Transition Fund on 1 July 2008 and subsequently amended it by Amendment No 1 relating to the Operational Aspects of the Cape Verde Transition Fund (attached Annex A hereto) signed on 2nd March 2012.

WHEREAS, IOM wishes to participate in the Cape Verde Transition Fund and receive funds on the same terms as the Participating UN Organizations;

WHEREAS, the Participating UN Organizations and Donors to Cape Verde Transition Fund agree to IOM’s participation in the Cape Verde Transition Fund;

WHEREAS, the Participating UN Organizations authorize the UN Resident Coordinator and UNDP, represented by its Multi-Partner Trust Fund Office, as Administrative Agent to conclude this Memorandum with IOM for its participation in the Cape Verde Transition Fund;

NOW, THEREFORE, IOM, the Resident Coordinator and UNDP hereby agree as follows:

1. IOM warrants and confirms that it has entered into relevant basic agreements with the government of Cape Verde where it will operate in connection with the Cape Verde Transition Fund, as a basis for its activities.
2. IOM warrants and confirms that it has privileges and immunities in respect of its personnel and assets consistent with those of the Participating UN Organizations in the countries where it is to undertake activities, namely in Cape Verde, in connection with the Cape Verde Transition Fund including functional immunity of its personnel and assets, and immunity from legal process and from search and seizure.
3. IOM agrees to carry out its activities on the terms and conditions of the Memorandum of Understanding entered into between the Participating UN Organizations, the UN Resident Coordinator and UNDP attached hereto as Annex I, which is an integral part of this MOU and in

accordance with the dispositions of Amendment No 1 relating to the Operational Aspects of the Cape Verde Transition Fund attached Annex A hereto which is an integral part of this Agreement, to the exception of the following provisions which will be amended as follows:

- a. Section VI (Audit) of the Memorandum of Understanding entered into between the Participating UN Organizations, the UN Resident Coordinator and UNDP shall read as follows:
“The Administrative Agent and Participating UN Organizations will be audited in accordance with their own Financial Regulations and Rules”.
- b. The following sentence shall be added at the end of Paragraph 1 of Section VII (Joint Communication) of the Memorandum of Understanding entered into between the Participating UN Organizations, the UN Resident Coordinator:
“The use of the official logo and name of IOM may only be used in connection with the Transition Fund with prior written approval of IOM.”
- c. Paragraph 2 of Section VII (Joint Communication) of the Memorandum of Understanding entered into between the Participating UN Organizations, the UN Resident Coordinator and UNDP shall be deleted.

4. For Notices under this Memorandum, the addresses of IOM, the Resident Coordinator and UNDP are as specified in the attached Annex B hereto.

5. This Memorandum shall enter into force retroactively from 01 July 2008 upon signature by the authorized officials of IOM, the Resident Coordinator and UNDP and shall continue in force and effect until it expires or is terminated.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have signed this Memorandum in English in three copies.

For the  for Migration (IOM):

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

For the U  Cape Verde

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

For the Administrative Agent:

Signature: _____

Name: Bisrat Aklilu

Title: Executive Coordinator, MPTF Office, UNDP

Place: New York, USA

Date: _____

ANNEX A: MOU between Participating UN Organizations, the UN Resident Coordinator and UNDP

ANNEX B: Notices

For the International Organization for Migration (IOM):

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For the UN Resident Coordinator:

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For the Administrative Agent:

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