

**Memorandum of Understanding
between
the United Nations
and
the United Nations Development Programme
regarding the Management of the
UN Zika Response Multi-Partner Trust Fund**

This Memorandum of Understanding (MOU) is concluded between the United Nations and the United Nations Development Programme (UNDP), represented by its Multi-Partner Trust Fund Office (MPTF Office). The United Nations and UNDP are hereinafter collectively referred to as the “Participants.”

WHEREAS, the United Nations Secretary-General launched the United Nations System Response to Zika to unite efforts of all concerned UN Entities, under the leadership of WHO, and act as a platform for global control;

WHEREAS, under the Terms of Reference (“TOR”) for the UN Zika Response Multi-Partner Trust Fund (“Zika Response MPTF” or “Trust Fund”) dated April 2016, as may be amended from time to time, attached hereto as ANNEX A, and incorporated herein by reference into this MOU, UNDP through its MPTF Office has been requested by the Secretary-General to serve as the Trust Fund Administrative Agent, responsible for the administration of the Trust Fund;

WHEREAS, UNDP is willing and able to administer the Trust Fund in accordance with its Financial Regulations and Rules as well as this MOU and the TOR for the Trust Fund;

WHEREAS, UNDP will also participate in the Trust Fund as a Recipient Organization, under a separate agreement, which role is separate and distinct from its Administrative Agent functions related to the Trust Fund; and

WHEREAS, relevant United Nations System Organizations, as well as other Organizations that have similar international character and financial rules and regulations will participate in the Trust Fund as Recipient Organizations;

NOW, THEREFORE, the Participants agree as follows:

Section I

**The Responsibilities of Trust Fund Advisory Committee
and the Administrative Agent**

Responsibilities of the Trust Fund Advisory Committee

1 The Trust Fund Advisory Committee will be chaired by the Special Adviser on the 2030 Agenda for Sustainable Development and Climate Change (the “Chair”).

2. The responsibilities of the Trust Fund Advisory Committee include:
 - (a) Oversight and strategic direction of the Trust Fund and mobilization of its resources in accordance with the TOR;
 - (b) Advising the Chair on project proposals, after technical review undertaken by the Trust Fund Secretariat and making recommendations on funding decisions.
 - (c) Receipt and review of the periodic and annual progress narrative and financial reports prepared by the Trust Fund Secretariat and the Administrative Agent.

Responsibilities of the Administrative Agent

3. UNDP, through its MPTF Office, will serve as Administrative Agent for the Trust Fund in accordance with its Financial Regulations and Rules, the TOR and the terms and conditions set out in this MOU. In case of any conflict between this MOU and the TOR, the MOU will prevail. The Administrative Agent agrees to assume this responsibility on the understanding that Recipient Organizations (United Nations, its funds and programmes and specialized agencies as well as other Organizations that have similar international character and financial rules and regulations) receiving funds from the Trust Fund assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent.

4. The Administrative Agent will be accountable for effective and impartial fiduciary management and financial reporting, and on behalf of the Participating UN Organizations, the Administrative Agent will:

- (a) Receive contributions from donors that wish to provide financial support to the Fund;
- (b) Administer such funds received, in accordance with this Memorandum of Understanding and the Administrative Arrangement (as defined below in paragraph 5 of this Section) including the provisions relating to winding up the Fund Account and related matters;
- (c) Subject to availability of funds, disburse such funds to each of the Participating UN Organizations in accordance with the funding decisions of the Chair made on the advice of the Advisory Committee, taking into account the budget set out in the approved programmatic document¹.
- (d) Ensure consolidation of statements and reports, based on submissions provided by each Participating UN Organization, as set forth in the TOR, and

¹ As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is reviewed by the Advisory Committee and approved by the Chair for fund allocation purposes.

provide these to each donor, that has contributed to the Fund and to the Advisory Committee;

- (d) Provide final reporting, including notification that the Fund has been operationally completed, in accordance with Section IV below;
- (e) Disburse funds to any Participating UN Organization for any additional costs of the tasks that the Chair may decide to allocate, on the advice of the Advisory Committee (as referred to in Section I, paragraph 4 below) in accordance with the TOR.

Section II Financial Matters

The Administrative Agent

1. The Administrative Agent will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received pursuant to the Administrative Arrangement (hereinafter referred to as the "Fund Account"). The Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, policies and procedures applicable to it, including those relating to interest.
2. The Administrative Agent will not absorb gains or losses on currency exchanges which will increase or decrease the funds available for disbursements to Participating UN Organizations.
3. Subject to the availability of funds, the Administrative Agent will make disbursements from the Fund Account in accordance with decisions of the Chair made on the advice of the Advisory Committee, in line with the budget set forth in the approved programmatic document. The disbursements will consist of direct and indirect costs as set out in the budget.
4. The Administrative Agent will normally make each disbursement within five (5) business days after receipt of the relevant approved programmatic document, in accordance with the decisions received from the Chair made on the advice of the Advisory Committee in line with the TOR, along with a copy of the relevant approved programmatic document, signed by all the parties concerned. The Administrative Agent will transfer funds to each Participating UN Organization through wire transfer. Each Participating UN Organization will advise the Administrative Agent in writing of the bank account for transfers pursuant to this Memorandum of Understanding. When making a transfer to a Participating UN Organization, the Administrative Agent will notify that Participating UN Organization's Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from the MPTF Office in respect of the Fund pursuant to this Memorandum of Understanding.

5. Where the balance in the Fund Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Chair and make a disbursement, if any, in accordance with the decision of the Chair who may consult with the Advisory Committee.

Section III Reporting

1. The Administrative Agent will provide the Chair, the Trust Fund Advisory Committee, Donors, and Recipient Organizations with the following reports, based on reports provided to the Administrative Agent by each Recipient Organization:

- (a) Statements of donor commitments, deposits and transfers to Recipient Organizations and other financial information, available in real time directly from the publicly accessible MPTF Office GATEWAY(<http://mptf.undp.org>);
- (b) Consolidated Annual Financial Report on activities implemented under the Trust Fund as of 31 December, to be provided no later than 31 May after the end of the calendar year; and
- (c) Consolidated Final Financial Report, after the completion of all project activities financed from the Trust Fund and including the final year of the project activities, to be provided no later than 31 May of the year after the end of the calendar year in which the financial closing of the Trust Fund occurs.

2. The Trust Fund Secretariat will provide the Chair, the Trust Fund Advisory Committee, the Donor, and Recipient Organizations with the following reports, based on submissions provided to the Trust Fund Secretariat by each Recipient Organization:

- (a) Annual consolidated narrative progress reports, based on annual narrative progress reports received from Recipient Organizations, to be provided no later than five months (31 May) after the end of the calendar year;
- (b) Final consolidated narrative report, based on final narrative reports received from Recipient Organizations after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than six months (30 June) after the end of the calendar year in which the operational closure of the Trust Fund occurs. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Trust Fund.

3. The Administrative Agent will also provide the Chair, the Trust Fund Advisory Committee, Donors and Recipient Organizations, with the following statements on its activities as Administrative Agent:

- (a) Certified annual financial statement (“Source and Use of Funds” as defined by UNDG guidelines) to be provided no later than five months (31 May) after the end of the calendar year; and
 - (b) Certified final financial statement (“Source and Use of Funds”) to be provided no later than five months (31 May) after the end of the calendar year in which the financial closing of the Fund occurs.
4. Consolidated reports and related documents will be posted online on the Trust Fund webpage on the MPTF Office GATEWAY.

Section IV Monitoring and Evaluation

Monitoring

1. Monitoring of the Trust Fund will be undertaken in accordance with the TOR. The Donor, the Chair, the Advisory Committee, the Administrative Agent and the Recipient Organizations will hold consultations at least annually, as appropriate, to review the status of the Trust Fund. In addition, the Donor, the Advisory Committee, the Administrative Agent and the Recipient Organizations will discuss any substantive revisions to the Trust Fund, and promptly inform each other about any significant circumstances and major risks, which interfere or threaten to interfere with the successful achievement of the outcomes outlined in the TOR, financed in full or in part through the Donor.

Evaluation

2. Evaluation of the Trust Fund including, as necessary and appropriate, joint evaluation by the Recipient Organizations, the Administrative Agent, the Donor, and other partners will be undertaken in accordance with the TOR.

3. The Advisory Committee will recommend a joint evaluation if there is a need for a broad assessment of results at the level of the Trust Fund or at the level of an outcome within the Trust Fund. The joint evaluation report will be posted on the websites of the Trust Fund maintained by the Administrative Agent (<http://mptf.undp.org>).

4. In addition, the Donor may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation with the Administrative Agent and the Recipient Organizations under this Arrangement, with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes. The Administrative Agent and the Recipient Organizations will be informed about such initiatives, will be consulted on the scope and conduct of such evaluations or reviews and will be invited to join. Recipient Organizations will upon request assist in providing relevant information within the limits of their regulations, rules, policies and procedures. All costs will be borne by the respective Donor, unless

otherwise agreed. It is understood by the Participants that such evaluation or review will not constitute a financial, compliance or other audit of the Fund including any programmes, projects or activities funded under this Arrangement.

Section V Audit

External and Internal Audit

1. The activities of the Administrative Agent and each Recipient Organization in relation to the Trust Fund will be exclusively audited by their respective internal and external auditors in accordance with their own financial regulations and rules. The corresponding external and internal audit reports will be disclosed publicly unless the relevant policies and procedures of the Administrative Agent or each Recipient Organization provide otherwise.

Joint Internal Audits

2. The Internal Audit Services of the UN organizations involved in the Trust Fund may consider conducting joint internal audits thereof in accordance with the Framework for Joint Internal Audits of UN Joint Activities, including its risk-based approach and provisions for disclosure of internal audit reports related to the Fund. In doing so, the Internal Audit Services of the Administrative Agent and the Recipient Organizations will consult with the Advisory Committee

Cost of Internal Audits

3. The total costs of internal audit activities in relation to the Trust Fund will be borne by the Trust Fund.

Audits of Implementing Partners

4. The part of the Contribution transferred by a Recipient Organization to its implementing partners for activities towards the implementation of the Trust Fund will be audited as provided under that Recipient Organization's financial regulations and rules, as well as its policies and procedures. The disclosure of the corresponding audit reports will be made according to the policies and procedures of that Recipient Organization.

Section VI Communication

1. Subject to the regulations, rules, policies and procedures of the Recipient Organization, information given to the press, to the beneficiaries of the Trust Fund, all related publicity material, official notices, reports and publications, will highlight the

results achieved and acknowledge the role of the Contributor, the Advisory Committee, the Recipient Organizations, the Administrative Agent and any other relevant entities.

2. The Administrative Agent in consultation with the Advisory Committee and the Recipient Organizations will ensure that decisions regarding the review and approval of the Trust Fund as well as periodic reports on the progress of implementation of the Trust Fund are posted, where appropriate, for public information on website of the Trust Fund and the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include programmes recommended by the Advisory Committee and approved by the Chair and programmes awaiting approval by the Chair, fund level annual financial and progress reports and external evaluations, as appropriate.

3. The Donor, the Administrative Agent, and the Recipient Organizations are committed to principles of transparency with regard to the implementation of the Trust Fund, consistent with their respective regulations, rules, policies and procedures. The Donor, the Administrative Agent, and Recipient Organizations will endeavor to consult prior to publication or release of any information regarded as sensitive.

Section VII **Expiration, Modification and Termination**

1. This Memorandum of Understanding will expire upon the delivery to the donor(s) of the certified final financial statement pursuant to Section III, paragraph 3.

2. This Memorandum of Understanding may be modified only by written agreement between the Participants.

3. Either Participant may terminate this Memorandum of Understanding upon giving thirty (30) days' written notice to the other Participant to this Memorandum of Understanding subject to paragraph 4, below, and subject also to the continuance in force of paragraph 5 below for the purpose therein stated.

4. The Administrative Agent's appointment may be terminated earlier by the Administrative Agent (on the one hand) or by the United Nations (on the other hand) on thirty (30) days' written notice to the other Participant, subject to the continuance in force of paragraph 5 below for the purpose therein stated. In the event of such termination, the Participants will agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.

5. Commitments assumed by the terminating Participant under this Memorandum of Understanding will survive the termination of this Memorandum of Understanding to permit the orderly conclusion of the activities and the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Participants hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers.

6. Any balance remaining in the individual Recipient Organizations' separate ledger accounts after operational completion of the activities for which they are responsible under the approved programmatic document will be returned to the Fund Account as soon as administratively feasible and before financial closure of those activities. Any balance remaining in the Fund Account upon completion of the Fund will be used for a purpose mutually agreed upon or returned to the donor(s) in proportion to their contribution to the Fund as decided upon by the donor(s) and the Chair, upon the recommendations of the Advisory Committee.

Section VIII
Notices

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the United Nations by the Chair, and on behalf of the Administrative Agent by the Executive Coordinator of the MPTF Office, or her designated representative.

2. Any notice or request required or permitted to be given or made in this Memorandum of Understanding will be in writing to the Chair and to the Executive Coordinator of the MPTF Office, UNDP. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail or any other agreed means of communication to the party to which it is required to be given or made, at such party's address specified in ANNEX C to this Memorandum of Understanding or at such party's address as the party will have specified in writing to the party giving such notice or making such request.

Section IX
Entry into Effect

This Memorandum of Understanding will come into effect upon signature thereof by the Participants and will continue in effect until it expires or is terminated.

Section X
Settlement of Disputes

The Participants will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Memorandum of Understanding or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either Participant has notified the other Participant of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, the matter shall be deferred to the Secretary-General of the United Nations for resolution.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Participants, have signed this Memorandum of Understanding in English in two copies.

For UNDP

For the United Nations:

Signature: _____

Signature: _____

Name: Jennifer Topping
Title: Executive Coordinator, MPTF Office

Name: David Nabarro
Title: Special Adviser on the 2030
Agenda for Sustainable Development
and Climate Change

Place: New York

Date: 3 May 2016

Place: New York

Date: 3 May 2016

ANNEX A: Terms of Reference of the UN Zika Response Multi-Partner Trust Fund

ANNEX B: Standard Administrative Arrangement between the Donor and the
Administrative Agent

ANNEX C: Notices

ANNEX C

NOTICE

For the United Nations:

Name: David Nabarro
Title: Special Adviser on the 2030 Agenda for Sustainable Development and Climate Change
Address: United Nations, Room S-3720, New York, NY 10017, USA
Telephone: + 1 917 367 4535
Facsimile: +
Electronic mail: nabarro@un.org

For the UNDP Administrative Agent:

Name: Jennifer Topping
Title: Executive Coordinator, MPTF Office
Address: 304 45th Street, 11th Floor, New York, NY 10017, USA
Telephone: +1 212 906 6880
Facsimile: +1 212 906 6990
Electronic mail: jennifer.topping@undp.org