

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

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, in the Terms of Reference (“TOR”) of the UN Zika Response Multi-Partner Trust Fund (herein under referred to “UN Zika Response MPTF” or “Trust Fund”) dated April 2016 attached hereto as ANNEX I, and incorporated herein by reference into this MOU, United Nations Development Programme (UNDP) through its Multi-Partner Trust Fund Office (MPTF Office) has been requested by the Secretary-General, represented by [insert UN MOU signatory], to serve as the Trust Fund MPTF 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, the United Nations and the UNDP, represented by its MPTF Office, have agreed on the terms and conditions under which the UNDP MPTF Office will serve as Administrative Agent of the Trust Fund and disburse funds to Recipient Organizations who choose to participate in programmatic activities funded through the Trust Fund, as set forth in the Memorandum of Understanding attached hereto as Annex II (hereinafter referred to as the “UN Zika Response MOU”); and

WHEREAS, the Recipient Organizations have agreed to receive funds through the Trust Fund and carry out programmatic activities in accordance with the Terms of Reference, the UN Zika Response MPTF MOU, and this Memorandum of Understanding.

NOW, THEREFORE, the UNDP and the Recipient Organizations (hereinafter referred to collectively as the “Participants”) hereby agree as follows:

Section I
Trust Fund Administration

1. The UNDP MPTF Office will serve as Administrative Agent on the terms set out in the Terms of Reference for the Trust Fund and the UN Zika Response MPTF MOU. The Administrative Agent carries out its functions on the understanding that Recipient Organizations receiving funds from the Trust Fund assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent.

2. The Administrative Agent will be accountable for effective and impartial fiduciary management and financial reporting, and on behalf of the United Nations, 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 the UN Zika Response MPTF MOU and 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 Recipient Organizations in accordance with decisions from the Chair, in consultation with the Advisory Committee, taking into account the budget set out in the approved programmatic document.

(d) Ensure consolidation of statements and reports, based on submissions provided by each Recipient Organization, as set forth in the TOR, and provide these to each donor, that has contributed to the Fund, to the Chair and to the Advisory Committee;

(d) Provide final reporting, including notification that the Fund has been operationally completed, in accordance with Section IV of the UN Zika Response MPTF MOU;

(e) Disburse funds to any Recipient Organization for any additional costs of the tasks that the Chair, in consultation with the Advisory Committee may decide to allocate (as referred to in Section I, paragraph 4 below) in accordance with the TOR.

3. The Chair, in consultation with the Advisory Committee, may request any of the Recipient Organizations or the Administrative Agent to perform additional tasks in support of the Fund not related to the Administrative Agent functions detailed in Section I, paragraph 2 above and subject to the availability of funds. Costs for such tasks will be agreed in advance and with the approval of the Chair be charged to the Fund as direct costs.

4. The Administrative Agent will enter into a Standard Administrative Arrangement, in the form attached hereto as ANNEX B (hereinafter referred to as an “Administrative Arrangement”), with each donor that wishes to provide financial support to the Fund. The Administrative Agent will ensure the posting of a copy of the template Administrative Arrangement, as well as information on donor contributions, on the website of the Administrative Agent (<http://mptf.undp.org>).

5. None of the Recipient UN Organizations will be responsible for the acts or omissions of the Administrative Agent or its personnel, or of persons performing services on its behalf, except in regard to its respective contributory acts or omissions. With respect to contributory acts or omissions of the Recipient Organizations, the resulting responsibility will be apportioned among them or any one of them to the extent of such contributory acts or omissions, or as may otherwise be agreed. In addition, donors will not be responsible or liable for the activities of the Participants as a result of this Memorandum of Understanding.

6. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each donor signing an Administrative Arrangement, to meet the Administrative Agent's costs of performing the Administrative Agent's functions described in this Memorandum of Understanding.

7. Where the Administrative Agent is also a Recipient Organization, a clear delineation, including distinct reporting lines and an accountability framework, will be established and maintained within the organization designated as the Administrative Agent between its functions as an Administrative Agent and its functions as a Recipient Organization.

8. The Administrative Agent will be entitled to charge to the Fund a direct cost charge in an amount(s) consistent with then-current UNDG guidance to cover the cost of continuing to render Administrative Agent functions if and when the Chair, in consultation with the Advisory Committee, agrees to extend the Fund beyond the End Date with no further contribution(s) to the Fund.

Section II **Financial Matters**

The Administrative Agent

1. The Administrative Agent has established a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received pursuant to the Administrative Arrangements (hereinafter referred to as the "Trust Fund Account"), in accordance with the UN Zika Response MPTF MOU and the TOR. The Trust Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, directives 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 disbursement to Recipient Organizations.

3. Subject to the availability of funds, the Administrative Agent will make disbursements from the Trust Fund Account in accordance with the decisions received from the Chair, in consultation with the Advisory Committee, in line with the budget set forth in the 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, in line with the TOR, along with a copy of the relevant programmatic document, signed by all parties concerned. The Administrative Agent will transfer funds to each Recipient Organization through wire transfer. Each Recipient 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 Recipient Organization, the Administrative Agent will notify that Recipient 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 UNDP MPTF Office in respect of the Trust Fund pursuant to this Memorandum of Understanding.

5. Where the balance in the Trust 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 Chair's decisions.

The Recipient Organizations

6. Each Recipient Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it by the Administrative Agent from the Trust Fund Account. That separate ledger account will be administered by each Recipient Organization in accordance with its own regulations, rules, directives and procedures, including those relating to interest.

7. Each Recipient Organization will use the funds disbursed to it by the Administrative Agent from the Trust Fund Account to carry out the activities for which it is responsible as set out in the approved programmatic document, as well as for its indirect costs. The Recipient Organizations will commence and continue to conduct operations for the Fund activities only upon receipt of disbursements made by the Administrative Agent in accordance with Section II, Paragraph 3 above. The Recipient Organizations will not make any commitments above the amount disbursed against the approved programmatic document. If there is a need to exceed the amount disbursed, the Recipient Organization concerned will submit a supplementary budget request to the Chair showing the further financing that will be necessary. If no such further financing is available, the activities to be carried out under the approved programmatic document may be reduced or, if necessary, termination by the Recipient Organization.

8. The Recipient Organizations recognize that each of the donors signing an Administrative Arrangement has reserved the right to discontinue future deposits of its contribution if there is: (i) failure to fulfil any obligations under the Administrative Arrangement; (ii) if there are substantial revisions of the TOR; or (iii) if there are credible allegations of improper use of the funds in accordance with Section VII of this Memorandum of Understanding (Section VIII of the Administrative Arrangement); provided however that before doing so, the Administrative Agent, the Chair, the Advisory Committee and the donor will consult with a view to promptly resolving the matter.

9. Indirect costs of the Recipient Organizations recovered through programme support costs will be seven percent (7%). All other costs incurred by each Recipient Organization in carrying out the activities for which it is responsible under the Trust Fund will be recovered as direct costs.

Section III **Activities of the Recipient Organizations**

1. The implementation of the programmatic activities will be the responsibility of the Recipient Organizations and will be carried out by each Recipient Organization in accordance with its applicable regulations, rules, directives and procedures, including those relating to procurement as well as the selection and assessment of implementing partners. Accordingly, personnel will be engaged and administered, equipment, supplies and services purchased, and

contracts entered into in accordance with the provisions of such regulations, rules, policies and procedures.

2. Ownership of equipment and supplies procured, and intellectual property rights associated with works produced, using funds transferred to the Recipient Organizations under this Memorandum of Understanding will be determined in accordance with the regulations, rules, policies and procedures applicable to such Recipient Organizations, including any agreement with the relevant Host Governments, if applicable.

3. Each Recipient Organization will establish appropriate programmatic safeguard measures in the design and implementation of its Fund activities, thereby promoting the shared values, norms and standards of the United Nations system. These measures may include, as applicable, the respect of international conventions on the environment, on children's rights, and internationally agreed core labour standards.

4. As an exceptional measure, particularly during the start-up phase of the Fund, subject to conformity with their financial regulations, rules and policies, Recipient Organizations may elect to start implementation of Fund activities in advance of receipt of initial or subsequent transfers from the Fund Account by using their own resources. Such advance activities will be undertaken in agreement with the Chair, in consultation with the Advisory Committee, on the basis of funds it has allocated or approved for implementation by the particular Recipient Organization following receipt by the Administrative Agent of signed Administrative Arrangements from donors contributing to the Fund. Recipient Organizations will be solely responsible for decisions to initiate such advance activities or other activities outside the parameters set forth above.

5. Any modifications to the scope of the approved programmatic document, including as to its nature, content, sequencing or the duration thereof by the Recipient Organization(s), will be subject to the approval of the Chair. The Recipient Organization will promptly notify the Administrative Agent through the Chair of any change in the budget as set out in the approved programmatic document.

6. Where a Recipient Organization wishes to carry out its Fund activities through or in collaboration with a third party, it will be responsible for discharging all commitments and obligations with such third parties, and no other Recipient Organization, nor the Administrative Agent, will be responsible for doing so.

7. In carrying out their programmatic activities, none of the Recipient Organizations will be considered as an agent of any of the others and, thus, the personnel of one will not be considered as staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, none of the Recipient Organizations will be liable for the acts or omissions of the other Recipient Organizations or their personnel, or of persons performing services on their behalf.

8. Each Recipient Organization will ensure the Administrative Agent is advised in writing when all activities for which it is responsible under the approved programmatic document have been operationally completed. Financial closure must be completed within eighteen (18) months after operational closure or according to the time period specified in the financial regulations and rules of the Recipient Organization, whichever one comes first.

Special Provisions regarding Financing of Terrorism

9. Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Participants are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, all Participants recognize their obligation to comply with any applicable sanctions imposed by the UN Security Council. Each of the Recipient Organizations will use all reasonable efforts to ensure that the funds transferred to it in accordance with this Memorandum of Understanding are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Memorandum of Understanding, a Recipient Organization determines that there are credible allegations that funds transferred to it in accordance with this Memorandum of Understanding have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime it will as soon as it becomes aware of it inform the Chair, the Administrative Agent and the donor(s) and, in consultation with the donors as appropriate, determine an appropriate response.

Section IV **Reporting**

Financial Reports

1. Each Recipient Organization will provide the Administrative Agent with the following financial statements and reports prepared in accordance with the accounting and reporting procedures applicable to the Recipient Organization concerned, as set forth in the TOR. The Recipient Organizations will endeavour to harmonize their reporting formats to the extent possible.
 - (a) Annual financial report as of 31 December with respect to the funds disbursed to it from the Fund Account, to be provided no later than four (4) months (30 April) after the end of the calendar year; and
 - (b) Certified final financial statements and final financial reports after the completion of the activities in the approved programmatic document, including the final year of the activities in the approved programmatic document, to be provided no later than five (5) months (31 May) after the end of the calendar year in which the financial closure of the activities in the approved programmatic document occurs, or according to the time period specified in the financial regulations and rules of the Recipient Organization, whichever is earlier.

Narrative Reports

2. Each Recipient Organization will provide the Administrative Agent with the following narrative reports prepared in accordance with the reporting procedures applicable to the

Recipient Organization concerned, as set forth in the TOR. The Recipient Organizations will endeavour to harmonize their reporting formats to the extent possible.

- (a) Annual narrative progress reports, to be provided no later than three (3) months (31 March) after the end of the calendar year; and
 - (b) Final narrative reports, after the completion of the activities in the approved programmatic document, including the final year of the activities in the approved programmatic document, to be provided no later than four months (30 April) after the end of the calendar year in which the operational closure of the activities in the approved programmatic document occurs.]
2. The Administrative Agent will ensure the preparation of consolidated narrative progress and financial reports, based on the reports provided in Section IV paragraphs 1 and 2 above, and will provide these consolidated reports to each donor that has contributed to the Fund, as well as the Chair and the Advisory Committee, in accordance with the timetable established in the Administrative Arrangement.
3. The annual and final reports will be results-oriented and evidence based. Annual and final narrative reports will compare actual results with expected results at the output and outcome level, and explain the reasons for over or underachievement. The final narrative report will also contain an analysis of how the outputs and outcomes have contributed to the overall impact of the Fund. The financial reports will provide information on the use of financial resources against the outputs and outcomes in the agreed results framework.
4. The Administrative Agent will also provide the donors, the Chair, the Advisory Committee and Recipient Organizations with the following reports 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.
5. Consolidated reports and related documents will be posted on the websites of the Fund by the Administrative Agent (<http://mptf.undp.org>).

Section V **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 Chair, 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 Chair, in consultation with 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 VI **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 Chair.

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 VII **Fraud, Corruption and Unethical Behaviour**

1. The Participants are firmly committed to take all necessary precautions to avoid and address corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices. The Participants recognize that it is important that all United Nations staff, individual contractors, implementing partners, vendors and any third parties which are involved either in joint activities or in those of the Administrative Agent or Recipient Organization (such individuals and entities being hereinafter referred to, together, as the "Individuals/Entities", and individually as the "Individual/Entity") must adhere to the highest standard of integrity as defined by each Participant. To this end, each Participant will maintain standards of conduct that govern the performance of the Individuals/Entities, to prohibit practices which are contrary to this highest standard in any activity related to the Fund. If an Individual/Entity is a UN Organization, the Recipient Organization engaging that Individual/Entity will rely upon that Individual's/Entity's standard of integrity. The Individuals/Entities must not engage in corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices, as defined below.

2. In this Memorandum of Understanding,

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another individual or entity;
- (b) "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, an individual or an entity to obtain a financial or other benefit, or to avoid an obligation;

- (c) “Collusive practice” means an arrangement between two or more individuals and/or entities designed to achieve an improper purpose, including influencing improperly the actions of another individual or entity;
- (d) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any individual or entity or the property of the individual or entity to influence improperly the actions of an individual or entity;
- (e) “Unethical practice” means the conduct of behavior that is contrary to staff or supplier codes of conduct such as those relating to conflict of interest, gifts and hospitality, and post-employment provisions; and
- (f) “Obstructive practice” means acts or omissions intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption.

Investigations

- 3. (a) Investigations of allegations of wrongdoing by Individuals/Entities involved in the Fund which are contracted by a Participant will be carried out by the Investigation Service of the Participant with which the potential subject of investigation is contracted, in accordance with that Participant’s internal policies and procedures.
- (b)
 - (i) In the event that the Investigation Service of a Participant determines that an allegation in relation to the implementation of activities for which that Participant is accountable is credible enough to warrant an investigation, it will promptly notify the Chair (and the Administrative Agent, if such Participant is not the Administrative Agent) of the Fund, to the extent that such notification does not jeopardize the conduct of the investigation, including but not limited to the prospects of recovery of funds or the safety or security of persons or assets.
 - (ii) In the case of such notification, it is the responsibility of the Chair and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the donor(s).
 - (iii) In case of a credible allegation, the relevant Participant(s) will take timely and appropriate action in accordance with its regulations, rules, policies and procedures, which may include withholding further disbursements to the Individual(s)/Entity(ies) allegedly involved in the corrupt, fraudulent, collusive, coercive, unethical or obstructive practices as defined above.
- (c)
 - (i) The Participant’s Investigation Service reviewing the credibility of an allegation or conducting the investigation will share information as appropriate with counterpart Investigation Services of the other Participants involved in the Fund to determine the best path towards resolution of the investigation and

whether the alleged wrongdoing is limited to such Participant or whether one or more other Participants involved in the Fund may also be affected. If the relevant Investigation Services determine that more than one Participant could be affected by the alleged wrongdoing, they will follow the procedure described below in clause (ii).

(ii) Where a potential subject of an investigation is contracted by more than one Participant, the Investigation Services of the Participants concerned may consider conducting joint or coordinated investigations, determining which investigation framework to use.

(d) Upon completion of the internal reporting on their investigation by the Participant(s) concerned as established in their respective internal policies and procedures, the Participant(s) will provide information on the results of their investigation(s) to the Administrative Agent, the Chair. Following such receipt of information on the results of the investigation(s), it is the responsibility of the Chair, in consultation with the Advisory Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the donor(s).

(e) Each Participant concerned will determine what disciplinary and/or administrative measures, including referral to national authorities, may be taken as a result of the investigation, according to its internal policies and procedures on disciplinary and/or administrative measures, including vendor sanction mechanism, as appropriate. The Participant(s) concerned will share information on measures taken as a result of the investigation(s) with the Administrative Agent, the Chair and the Advisory Committee of the Fund. Following such receipt of information on measures taken as a result of the investigation(s), it is the responsibility of the Chair, in consultation with the Advisory Committee, and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the donor(s).

Recovery of Funds

4. If there is evidence of improper use of funds as determined after an investigation, each Participant concerned will use its best efforts, consistent with its regulations, rules, policies and procedures to recover any funds misused. With respect to any funds recovered, the relevant Participant will consult with the Chair, the Administrative Agent and the donor(s). The donor(s) may request that such funds be returned to them in proportion to their contribution to the Fund, in which case the Participant would credit that portion of the funds so recovered to the Fund Account and the Administrative Agent would return that portion of such funds to the donor(s). For any such funds the donor(s) do not request to be returned to them, such funds will either be credited to the Fund Account or used by the Participant for a purpose mutually agreed upon.

5. The Participants will apply the provisions of Section VII, paragraphs 1 to 4 above in accordance with their respective accountability and oversight framework as well as relevant regulations, rules, policies and procedures.

Section VIII
Joint 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 Chair, the Advisory Committee, the Recipient Organizations, the Administrative Agent and any other relevant entities.
2. The Administrative Agent in consultation with the Chair, 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 approved programmes and programmes awaiting approval, 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 IX
Expiration, Modification and Termination of the Agreement

1. This Memorandum of Understanding will expire upon the delivery to the donor(s) of the certified final financial statement pursuant to Section IV, paragraph 5(b).
2. This Memorandum of Understanding may be modified only by written agreement between the Participants.
3. Any of the Recipient Organizations may withdraw from this Memorandum of Understanding upon giving thirty (30) days' written notice to all other Participants to this Memorandum of Understanding subject to the continuance in force of paragraph 4 below for the purpose therein stated.
4. Commitments assumed by the withdrawing or terminating Participants under this Memorandum of Understanding will survive the termination of this Memorandum of Understanding or withdrawal of a Recipient Organization to the extent necessary 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.

5. 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 in line with Section III, paragraph 8. 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, in consultation with the Advisory Committee.

Section X **Notices**

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the Administrative Agent by the Executive Coordinator of the MPTF Office, or her designated representative and on behalf of a Recipient Organization by the official indicated in Annex III below, or his or her designated representative.

2. Any notice or request required or permitted to be given or made in this MOU will be in writing. 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 Participant to which it is required to be given or made, at such Participant's address specified in Annex III to this MOU or at such other address as the Participant will have specified in writing to the Participant giving such notice or making such request.

Section XI **Entry into Effect**

This MOU will come into effect upon signature thereof by the Participants and will continue in effect and effect until it is expired or terminated.

Section XII
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 MOU 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, will be resolved through consultation between the Executive Heads of each of the Recipient Organizations and of the Administrative Agent.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Participants, have signed this MOU in English.

For the Administrative Agent

Signature: _____
Name: Jennifer Topping
Title: Executive Coordinator,
UNDP MPTF Office
Place: _____
Date: _____

For WHO

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

For UNICEF

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

For UNDP

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

For UNFPA

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

For WFP

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

For UNHCR

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

For UN WOMEN

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

For FAO

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

For [Recipient Organization]

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

For [Recipient Organization]

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

For [Recipient Organization]

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

For [Recipient Organization]

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Title: _____
Place: _____
Date: _____

For [Recipient Organization]

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Title: _____
Place: _____
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For [Recipient Organization]

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For [Recipient Organization]

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

For [Recipient Organization]

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

For [Recipient Organization]

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

ANNEX I: Terms of Reference of the Zika Response MPTF

ANNEX II: UN Zika Response MPTF Memorandum of Understanding

ANNEX III: Notices

ANNEX III:
NOTICES

For the Administrative Agent:

Name: Jennifer Topping
Title: Executive Coordinator, MPTF Office
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York, NY 10017, USA
Telephone: +1 212 906 6880
Facsimile: +1 212 906 6990
Electronic mail:
Jennifer.topping@undp.org

For UNICEF

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For UNFPA

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For UNHCR

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For FAO

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For WHO

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For UNDP

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For WFP

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For UN WOMEN

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For [Recipient Organization]

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____