

**Memorandum of Understanding
Between
Participating UN Organizations
And
The United Nations Development Programme
Regarding the Operational Aspects of the Joint Programmes
Funded by
The United Nations Trust Fund for Human Security**

WHEREAS, the UN organizations that have signed this Memorandum of Understanding (hereinafter referred to collectively as the “Participating UN Organizations”) have developed joint programmes (hereinafter referred to as the “Joint Programmes”) with a view to receiving financial support from the United Nations (hereinafter referred to as the “Donor”) through the United Nations Trust Fund for Human Security, and have agreed to establish a coordination mechanism (hereinafter referred to as the “Joint Programme Steering Committee”) in various countries to facilitate the effective and efficient collaboration between the Participating UN Organizations and the respective host Government for the implementation of the Joint Programmes;

WHEREAS, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with the Donor to develop Joint Programme Documents, to be attached to the specific Country Contribution Annex (attached hereto as ANNEX B), to use as the basis for mobilising resources for the Joint Programmes, from the United Nations Trust Fund for Human Security, in line with the Guidelines for the United Nations Trust Fund for Human Security, and have further agreed that they should offer the Donor the opportunity to fund the Joint Programmes and receive reports on them through a single channel; and

WHEREAS, the Participating UN Organizations have further agreed that the United Nations Development Programme (UNDP), which is also a Participating UN Organization, should be asked to serve as their administrative interface between the Donor and the Participating UN Organizations for these purposes and UNDP has agreed to do so in accordance with this Memorandum of Understanding.

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

Article I
Appointment of Administrative Agent; its Status, Duties and Fee

1. The Participating UN Organizations hereby appoint UNDP (hereinafter referred to as the “Administrative Agent”) to serve as their Administrative Agent in connection with the Joint Programmes, in accordance with the terms and conditions set out in this Memorandum of Understanding. The Administrative Agent accepts this appointment on the understanding that the Participating UN Organizations assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. This appointment shall continue until it terminates, or is terminated, in accordance with Article VII below.

2. On behalf of the Participating UN Organizations, the Administrative Agent shall:

- (a) Receive contributions from the Donor for financial support to the Joint Programmes through the Administrative Agent;
- (b) Administer such funds received, in accordance with this Memorandum of Understanding including the provisions relating to winding up the Joint Programme Accounts and related matters;
- (c) Subject to availability of funds, disburse such funds to each of the Participating UN Organizations in accordance with instructions from the concerned Joint Programme Steering Committee in line with the relevant Joint Programme Document and budget approved by the Donor, as amended in writing from time to time by the concerned Joint Programme Steering Committee and approved by the Donor;
- (d) Compile financial reports produced by each of the Participating UN Organizations into a consolidated report, and distribute such financial reports together with consolidated programme reports produced by the Participating UN Organizations, as further described in the relevant Joint Programme Document, to the Donor and to the concerned Joint Programme Steering Committee;
- (e) Provide final reporting, including notification that the Joint Programmes has been operationally completed, in accordance with Article IV below;
- (f) Perform such other activities as the Participating UN Organizations and the Administrative Agent may agree in writing.

3. The Administrative Agent has entered into a framework letter of agreement with the Donor, a copy of which is attached hereto as ANNEX A. The Administrative Agent shall also enter into Specific Country Contribution Annexes with the Donor for the contributions to the Joint Programmes, in the form attached hereto as ANNEX B (hereinafter referred to as a “Specific Country Contribution Annex”). The Administrative Agent shall not amend the

terms of the framework letter of agreement (ANNEX A) or **ANNEX B** without prior written agreement of the Participating UN Organizations.

4. None of the Participating UN Organizations shall be liable for the acts or omissions of the Administrative Agent or its personnel, or of persons performing services on its behalf, except in regard to any contributory acts or omissions of other Participating UN Organizations. With respect to such contributory acts or omissions of the Participating UN Organizations, the resulting liability shall be apportioned among them or any one of them to the extent of such contributory acts or omissions, or as may otherwise be agreed.

5. The Administrative Agent shall be entitled to allocate an administrative fee of one percent (1 %) of the amount contributed by the Donor, to meet the Administrative Agent's costs of performing the Administrative Agent's functions described in this Memorandum of Understanding.

Article II **Financial Matters**

The Administrative Agent

1. The Administrative Agent shall establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received pursuant to Letters of Agreement and Specific Country Contribution Annexes (hereinafter, the "Joint Programme Accounts"). The Joint Programme Accounts shall be administered by the Administrative Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Joint Programme Accounts shall be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Administrative Agent.

2. The Administrative Agent will not absorb gains or losses on currency exchanges. Such amounts will increase or decrease the funds available for disbursements to Participating UN Organizations.

3. The Administrative Agent shall make disbursements from the relevant Joint Programme Account based on instructions from the concerned Joint Programme Steering Committee, in line with the relevant Joint Programme Document and budget approved by the Donor, as amended from time to time by the concerned Joint Programme Steering Committee and approved by the Donor. The disbursements shall consist of direct and indirect costs as set out in the budget.

4. Subject to the availability of funds, the Administrative Agent shall normally make each disbursement within three (3) to four (4) business days after receipt, in accordance with the instructions received from the Joint Programme Steering Committees in line with the Joint Programme Documents. The Administrative Agent shall transfer funds to each Participating UN Organization through wire transfer. Each Participating UN Organization shall 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 United Nations Development Programme (UNDP) as Administrative Agent in respect of the relevant Joint Programme Document in pursuant to this Memorandum of Understanding.

5. Where the balance in the relevant Joint Programme Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent shall consult with the concerned Joint Programme Steering Committee and make a disbursement, if any, in accordance with the concerned Joint Programme Steering Committee's instructions and as approved by the Donor.

The Participating UN Organizations

6. Each Participating UN Organization shall 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 concerned Joint Programme Account. That separate ledger account shall be administered by each Participating UN Organization in accordance with its own regulations, rules, directives and procedures, including those relating to interest. That separate ledger account shall be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Participating UN Organization concerned.

7. Each Participating UN Organization shall use the funds disbursed to it by the Administrative Agent from the Joint Programme Accounts to carry out the activities for which it is responsible as set out in the Joint Programme Documents, as well as for its indirect costs. The Participating UN Organizations budgets should include programme support costs (PSC) at the rate of up to 7%, and in case approved by the relevant legislative body, up to a maximum of 9%. The Participating UN Organizations shall commence and continue to conduct operations for the Joint Programmes only upon receipt of disbursements as instructed by the Joint Programme Steering Committees and approved by the Donor. The Participating UN Organizations shall not make any commitments above the approved budgets, as amended from time to time by the Joint Programme Steering Committees and approved by the Donor. If there is a need to exceed the budgeted amounts, the Participating UN Organization concerned shall submit a supplementary budget request to the Joint Programme Steering Committees for forwarding to the Donor, through the Administrative Agent.

Article III **Activities of the Participating UN Organizations**

1. Each of the Participating UN Organizations shall carry out its activities contemplated in the Joint Programme Documents in accordance with the regulations, rules, directives and procedures applicable to it. Accordingly, personnel shall be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with

the provisions of such regulations, rules, directives and procedures. On the termination or expiration of this Memorandum of Understanding, the matter of ownership shall be determined in accordance with the regulations, rules, directives and procedures applicable to such Participating UN Organization.

2. Any modifications to the activities set out in the Joint Programme Documents, including as to their nature, content, sequencing or the duration thereof shall be subject to mutual agreement in writing between the relevant Participating UN Organization and the Joint Programme Steering Committees and approved by the Donor. The Participating UN Organization shall promptly notify the Administrative Agent through the Joint Programme Steering Committees, of any change in the budget as set out in the Joint Programme Documents.

3. Where a Participating UN Organization wishes to carry out its Joint Programmes activities through or in collaboration with a third party, it shall be responsible for discharging all commitments and obligations with such third parties, and no other Participating UN Organization, nor the Administrative Agent, shall be responsible for doing so.

4. In carrying out their Joint Programmes activities, none of the Participating UN Organizations shall be considered as an agent of any of the others and, thus, the personnel of one shall 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 Participating UN Organizations shall be liable for the acts or omissions of the others or their personnel, or of persons performing services on their behalf.

5. Each Participating UN Organization shall advise the Administrative Agent in writing when all activities for which it is responsible under the Joint Programmes have been completed.

Article IV **Reporting**

1. Each Participating UN Organization shall provide the Administrative Agent with the following reports and statements prepared in accordance with the accounting and reporting procedures applicable to the Participating UN Organization concerned, as set forth in the Joint Programme Documents. The Participating UN Organizations will endeavour to harmonize their reporting formats to the extent possible:

- (a) Substantive reports shall detail outputs, achievements and constraints with regards to the utilization of this contribution, as outlined in the Guidelines for the United Nations Trust Fund for Human Security. The first substantive progress report for the agreed period will be due no later than the date specified in the Specific Country Contribution Annex.
- (b) Subsequent substantive reports shall be provided to the Administrative Agent at annual intervals no later than 31 May after the end of the applicable

reporting period until the final substantive report required by this Agreement is submitted. In order for the Administrative Agent to receive the second or subsequent instalments from the United Nations Trust Fund for Human Security, the reports must indicate that 70% or more of the first instalment has been committed and/or expended, if applicable.

- (c) Within five (5) months after the concerned contribution has been fully expended, or the relevant Joint Programme has been completed, whichever is first to occur, the Participating UN Organizations shall provide the Administrative Agent a final consolidated substantive report detailing outputs, achievements and constraints with regards to the utilization of the contribution for the whole Joint Programme.
- (d) Financial reports and statements shall reflect the amount received in relation to expenditure from the contribution. Annual interim financial reports, submitted by the Participating UN Organizations shall certify that the information is correct based on the financial records in the country, and will be submitted to the Administrative Agent by 31 December. Annual financial statements certified by the Controllers of the Participating UN Organizations, will be submitted to the Administrative Agent by 31 May of each year following the reporting period.
- (e) The final financial statements certified by the Controllers of the Participating UN Organizations will be submitted by 31 May of the year following completion of the Joint Programmes.

2. The financial reports and statements submitted by the Participating UN Organizations shall provide information in the format attached hereto as ANNEX C1 and C2.

3. The Administrative Agent shall prepare consolidated narrative progress reports and financial reports and statements consisting of the reports and statements referred to in paragraph 1 (a) to (e) above submitted by each Participating UN Organization, and shall provide those consolidated reports and statements to the Donor, in accordance with the timetable established in the Letter of Agreement and Specific Country Contribution Annex, and to the Joint Programming Steering Committees. In consolidating the reports and statements, the Administrative Agent shall sign and certify that the consolidation of the respective reports is accurate, based on the reports and statements provided by the Participating UN Organizations, and their respective Controllers.

4. The Administrative Agent shall also provide a final certified financial statement to the Donor and Participating UN Organizations, on its activities as Administrative Agent, to be provided no later than 30 June of the year following the financial closing of the Joint Programmes.

Article V
Monitoring and Evaluation

Monitoring and evaluation of the Joint Programmes shall be undertaken in accordance with the provisions contained in the Joint Programme Documents, which are consistent with the respective regulations, rules and procedures of the Participating UN Organizations.

Article VI
Joint Communication

Each Participating UN Organization shall take appropriate measures to publicize the Joint Programmes and to give due credit to the other Participating UN Organizations. Information given to the press, to the beneficiaries of the Joint Programmes, all related publicity material, official notices, reports and publications, shall acknowledge the role of the respective host Government, the Donor, the Participating UN Organizations, the Administrative Agent and any other relevant parties. In particular, the Administrative Agent will include and ensure due recognition of the role of each Participating UN Organization and national partner in all external communications relating to the Joint Programmes.

Article VII
Expiration, Modification and Termination of the Agreement

1. This Memorandum of Understanding shall expire upon completion of the Joint Programmes, subject to the continuance in force of paragraph 5 below for the purposes therein stated.
2. This Memorandum of Understanding may be modified only by written agreement between the Parties.
3. Any of the Participating UN Organizations may withdraw from this Memorandum of Understanding upon giving thirty (30) days' written notice to all other parties to this Memorandum of Understanding stating that it has given notice, in accordance with the relevant Joint Programme Document, of its withdrawal from the relevant Joint Programme, subject to the continuance in force of paragraph 5 below for the purpose therein stated.
4. The Administrative Agent's appointment may be terminated by the Administrative Agent (on the one hand) or by the mutual agreement of all Participating UN Organizations (on the other hand) on thirty (30) days' written notice to the other party, subject to the continuance in force of paragraph 5 below for the purpose therein stated. In the event of such termination, the Parties shall agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.
5. Obligations assumed by the withdrawing or terminating Parties under this Memorandum of Understanding shall survive the expiration or termination of this

Memorandum of Understanding or the termination of the Administrative Agent or withdrawal of a Participating UN 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 Parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the Joint Programme Accounts or in the individual Participating UN Organizations' separate ledger accounts shall be returned to the Donor, including interest, unless otherwise stipulated in the Participating UN Organization's Financial Regulations and Rules.

Article VIII **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, UNDP MDTF Office, or his or her designated representative, and on behalf of a Participating UN Organization by the head of office, or his or her designated representative.
2. Any notice or request required or permitted to be given or made in this Memorandum of Understanding shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable or telex to the party to which it is required to be given or made, at such party's address specified in **ANNEX D** to this Memorandum of Understanding or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

Article IX
Entry into Force

This Memorandum of Understanding shall enter into force upon signature by authorized officials of the Parties and shall continue in full force and effect until it is expired or terminated.

Article X
Settlement of Disputes

The Parties shall 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 party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, shall be resolved through consultation between the Executive Heads of each of the Participating UN Organizations and of the Administrative Agent.

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

For the Administrative Agent

Signature: (sign)
Name: Bisrat Aklilu
Title: Executive Coordinator,
MDTF Office
Place: New York, USA
Date: 17 August 2007

For UNICEF

Signature: (sign)
Name: Gary Stahl
Title: Deputy Director OIC
Place: New York, USA
Date: 22 August 2007

For UNOPS

Signature: (sign)
Name: Jan Mattsson
Title: Executive Director
Place: Copenhagen, Denmark
Date: 24 August 2007

For UNDP

Signature: (sign)
Name: Kathleen Cravero
Title: Assistant Administrator & Director BCPR
Place: New York, USA
Date: 5 September 2007

For UN-HABITAT

Signature: (sign)
Name: Antoine King
Title: Director, Programme support
Division
Place: Nairobi, Kenya
Date: 11 September 2007

For UNIFEM

Signature: (sign)
Name: Moez Doraid
Title: OIC of Deputy Exec. Director
Place: New York, USA
Date: 12 September 2007

For UNFPA

Signature: (sign)
Name: Mari Simonen
Title: Deputy Exec. Director
Place: New York, NY
Date: 14 September 2007

For FAO

Signature: (sign)
Name: Tesfai Tecele
Title: Assistant Director General
Place: Rome, Italy
Date: 21 September 2007

For UNESCO

Signature: (sign)
Name: Birgitte Moller
Title: Director, Division for Coordination
with extrabudgetary funding sources
Place: Paris, France
Date: 21 September 2007

For WFP

Signature: (sign)
Name: John M. Powell
Title: Deputy Executive Director, Funding &
Communications Department
Place: Rome, Italy
Date: 22 October 2007

For ILO

Name: Alette Van Leur
Title: Director, Partnerships and
Development Cooperation
Place: Geneva, Switzerland

For UNHCR

Name: Colin Mitchell
Title: Controller and Director
Place: Geneva, Switzerland
Date: 07 November 2007

ANNEX A: UN - UNDP Letter of Agreement

ANNEX B: Specific Country Contribution Annex

ANNEX C1: Format for “Interim Report of Income and Expenditures” to be submitted by the Participating UN Organizations

ANNEX C2: Format of “Statement of Income and Expenditures” to be submitted by the Participating UN Organizations

ANNEX D: Notices

FORM OF SPECIFIC COUNTRY CONTRIBUTION ANNEX

A. PROJECT SUMMARY

Project title: Strengthening Human Security through Sustainable Human Development in (insert name of a country)
Reference Number: insert
Time frame: insert
Locations: insert
Contributions Amount: US \$
Donor: United Nations Trust Fund for Human Security

B. PROJECT DESCRIPTION AND IMPLEMENTATION

1. The contribution governed by this Annex shall be utilized exclusively for, and in accordance with, the attached Joint Programme Document.

C. SCHEDULE OF PAYMENTS

2. This contribution will be allocated in () installments. The first installment of () phase One (date) shall be issued immediately after both parties have signed this Annex A. The second installment of () will be issued upon receipt of satisfactory substantive and financial reports from UNDP, consolidating the reports of the UN Participating Organizations to the Joint Programme.

D. REPORTING

The first substantive progress report for the period through _____ is due no later than _____.

E. PAYMENT INSTRUCTIONS

3. Upon signature of this Annex the funds shall be paid into the following account:

Account Details: Account Name: UNDP Contributions Account
Account Number: 015-002284
Bank Name: JP Morgan Chase Bank International Agencies Banking
Swift Code: CHASUS33
ABA No: 021000021
Reference: United Nations Trust Fund for Human Security

CERTIFICATION AND AGREEMENT BY UNDP
THE UN
As Administrative Agent

CERTIFICATION AND AGREEMENT BY

Signed:

Signed:

.....
Bisrat Aklilu
Executive Coordinator, MDTF Office

.....
Warren Sach
Controller

Date:

Date:

ANNEX C1

Name of Implementing Agency
as Executing Agency for
Project Name and Number

Interim Report of Income and Expenditures for the(specified period or Year Ended 31 December (Year))

		<u>Amount</u> <u>(USD)</u>
I. <u>OPERATING FUND</u>		
Balance as of 1 January (Year)		-
Add:	Remittances from United Nations in (Year)	
	Interest Income a/	-
	Miscellaneous income a/	-
	Subtotal	<u>-</u>
		-
	<u>Unliquidated</u> <u>Obligation</u>	<u>Disbursements</u>
Less:	Staff and other personnel expenses	
	Travel on official business	
	Contractual services	
	Operating expenses	
	Acquisitions	
	Fellowships, grants and others	
	Total expenditures	<u>-</u>
	Programme support costs ...%	-
	Total expenditures and programme support costs	<u>-</u>
		-
Balance as of 31 December (Year)		<u><u>-</u></u>

Notes:

a/ Please provide detail of interest and miscellaneous income.

 (Signature)

 (Name and Title)

 (Date)

Name of Implementing Agency
As Executing Agency for
Project Name and Number

Statement of Income and Expenditures for the(specified period or Year Ended 31 December (Year))

	<u>Amount</u>		
	<u>(USD)</u>		
I. <u>OPERATING FUND</u>			
Balance as of 1 January (Year)	-		
Add: Remittances from United Nations in (Year)			
Interest Income a/	-		
Miscellaneous income a/	-		
Subtotal	-		
		<u>Unliquidated</u>	<u>Disbursements</u>
		<u>Obligation</u>	
Less: Staff and other personnel expenses			
Travel on official business			
Contractual services			
Operating expenses			
Acquisitions			
Fellowships, grants, and others		_____	_____
Total expenditures	-		
Programme support costs ...%	-		
Total expenditures and programme support costs	-		
 Balance as of 31 December (Year)	 -		

Notes:

a/ Please provide detail of interest and miscellaneous income.

This is to certify that the above statement of income and expenditure is correct and that the expenditure was incurred in connection with the approved projects for which the allocations have been received.

_____	_____	_____
(Signature)	(Name and Title)	(Date)

NOTICES

For the Administrative Agent

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For UN-HABITAT

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For UNDP

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For ILO

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