Memorandum of Understanding
between
the United Nations
and
UNDP's Multi-Partner Trust Fund Office
regarding the Operational Aspects of the
Spotlight Initiative

This Memorandum of Understanding (MOU) is concluded between the United Nations and the United Nations Development Programme (UNDP), represented by the 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, in coordination with UN WOMEN UNDP and UNFPA launched the Spotlight Initiative together with the European Union, to address and eliminate all forms of violence against women and girls by ensuring that they experience less violence due to better prevention and better response through appropriate assistance and support. The Spotlight Initiative aims to support progress on implementation of the Sustainable Development Goals, in particular supporting Member States in achieving SDG targets 5.2 and 5.3, following a human rights-based approach, and taking into consideration the specific needs of marginalized women and girls who experience multiple and intersecting forms of discrimination and upholding the principle of “leaving no one behind”;

WHEREAS, under the Terms of Reference (“TOR”) for the Spotlight Initiative (or “Fund”) dated 17 September 2017, as may be amended from time to time, attached hereto as ANNEX A, are incorporated herein by reference into this MOU, the MPTF Office has been requested by the Secretary General to serve as the Fund Administrative Agent, responsible for the administration of the Fund, under the overall direction and guidance of the Governing Body and the Operational Steering Committee, and has agreed to do so in accordance with this Memorandum of Understanding;

WHEREAS, relevant United Nations System Organizations signing the standard Memorandum of Understanding, hereinafter referred to as “Standard MOU” attached hereto as ANNEX C, will participate in the Fund as Recipient UN Organizations in accordance with the Fund TOR in ANNEX A;

WHEREAS, UNDP can also participate in the Fund as a Recipient UN Organization, under a separate agreement, which role is separate and distinct from the MPTF Office functions related to the Fund; and

WHEREAS, the United Nations can also participate in the Fund as a Recipient UN Organization, under a separate agreement; and

NOW, THEREFORE, the Participants agree as follows:

1

UN-UNDP MPTFO MOU, 17th September 2017
Section I
The Responsibilities of the Governing Body, Operational Steering Committee and the Administrative Agent

1. The Governing Body is co-chaired by the UN Deputy Secretary General and the EU High Representative for Foreign Affairs and Security Policy and its responsibilities include:

(a) Oversight and strategic direction of the Fund and mobilization of its resources;
(b) Provide a partnership platform for political dialogue, coordination and advocacy;
(c) Oversee overall progress against expected results.

2. The Operational Steering Committee is co-chaired by the EOSG and DG DEVCO and its responsibilities include:

(a) Advise on programmatic priorities by recommending Fund investment plans;
(b) Approve project proposals;
(c) Request Administrative Agent to transfer funds, subject to the final approval of the Deputy Secretary-General,
(d) Review Fund implementation and ensure monitoring and evaluation;
(e) Review periodic and annual progress narrative and financial reports prepared by the Fund Secretariat and the Administrative Agent.

Responsibilities of the Administrative Agent

1. The Secretary-General hereby appoints the MPTF Office (hereinafter referred to as the "Administrative Agent") to serve as its Administrative Agent in connection with the Fund, 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 Recipient UN Organizations assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. This appointment will continue until it expires, or is terminated, in accordance with Section VIII below.

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 this Memorandum of Understanding and the Administrative Arrangement (as defined below in paragraph 4 of this Section) including the provisions relating to winding up the Fund Account and related matters;

c) Conclude a standard Memorandum of Understanding with each Recipient UN Organization wishing to support the implementation of activities for which they will receive funds from the Fund, incorporating this Memorandum of Understanding and the Terms of Reference;

d) Subject to availability of funds, disburse such funds to each of the Recipient UN Organizations in accordance with the instructions from the Deputy Secretary-General, taking into account the budget set out in the approved programmatic document\(^1\);

f) Ensure consolidation of statements and reports, based on submissions provided by each Recipient UN Organization, as set forth in the TOR, and provide these to each donor, that has contributed to the Fund and to the Governing Body and the Operational Steering Committee;

g) Provide initial reporting, including notification that the Fund has been operationally completed, in accordance with Section IV below;

h) Disburse funds to any Recipient UN Organization for any additional costs of the tasks that the Operational Steering Committee may recommend to allocate, as approved by the Deputy Secretary-General (as referred to in Section I, paragraph 3 below) in accordance with the TOR.

3. The Operational Steering Committee may recommend that any of the Recipient UN Organizations or the Administrative Agent, 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 directions of the Operational Steering Committee, as approved by the Deputy Secretary-General, 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 Standard Administrative Arrangement, as well as information on donor contributions, on the website of the Administrative Agent (mptf.undp.org).

5. The United Nations will not be responsible for the acts or omissions of the Administrative Agent or its personnel, or of persons performing services on its behalf,

\(^1\) As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the Operational Steering Committee for fund allocation purposes.
except in regard to its respective contributory acts or omissions. With respect to contributory acts or omissions of the United Nations, 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 UN 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 UN 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 Deputy Secretary-General, on the recommendation of the Governing Body, 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 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 Recipient UN Organizations.

3. Subject to the availability of funds, the Administrative Agent will make disbursements from the Fund Account in accordance with the instructions from the DSG, 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 instructions from the Deputy Secretary-General, 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 Recipient UN Organization through wire transfer. Each Recipient UN Organization will advise the Administrative Agent in writing of the bank account for transfers pursuant to the relevant agreement between the AA and Recipient UN Organizations. When making a transfer to a Recipient UN Organization, the Administrative Agent will notify that Recipient 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 the relevant agreement between the AA and the Recipient UN Organization.

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 Operational Steering Committee and the Deputy Secretary-General and make a disbursement, if any, in accordance with the Operational Steering Committee’s directions, as approved by the Deputy Secretary-General.

Section III
Activities of the Recipient UN Organizations

1. Recipient UN Organizations that have concluded the Memorandum of Understanding as set forth in ANNEX C will be responsible for the implementation of the programmatic activities described in the approved programmatic document and will carry out programmatic activities in accordance with its own applicable regulations, rules, policies 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.

Section IV
Reporting

1. The Administrative Agent will provide the Operational Steering Committee, [the Deputy Secretary-General] and each donor that has contributed to the Fund with the following reports, based on reports provided to the Administrative Agent by each Recipient UN Organization:

(a) Statements of donor commitments, deposits and transfers to Recipient UN Organizations and other financial information, available in real time directly from the publicly accessible MPTF Office GATEWAY(mptf.undp.org);

(b) Consolidated Annual Financial Report on activities implemented under the 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 programmatic activities financed from the Fund and including the final year of the programmatic 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 Fund occurs.

2. The Administrative Agent will provide the Deputy Secretary-General, the donor(s), as well as the Governing Body and the Operational Steering Committee, with the following reports, based on submissions provided to the Fund Secretariat by each Recipient UN Organization:

(a) Annual consolidated narrative progress reports, based on annual narrative progress reports received from Recipient UN 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 UN 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 Fund occurs. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Fund.

3. The Administrative Agent will also provide the Operational Steering Committee, [Deputy Secretary-General] and Donors, 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.

Section V

Monitoring and Evaluation

Monitoring

1. Monitoring of the Fund will be undertaken in accordance with the TOR. The Participants, the Governing Body and the donor(s) will hold consultations at least annually, as appropriate, to review the status of the Fund. In addition, the Participants, the Operational Steering Committee and the donor(s) will discuss any substantive revisions to the 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 contributions from the donor(s).

Evaluation

2. Evaluation of the Fund including, as necessary and appropriate, joint evaluation by the Participants, the donor(s) and other partners will be undertaken in accordance with the TOR.

3. The Operational Steering Committee will recommend a joint evaluation if there is a need for a broad assessment of results at the level of the Fund or at the level of an outcome within the Fund. The joint evaluation report will be posted on the website of the Administrative Agent (mptf.undp.org).

4. In addition, the Participants recognize that the donor(s) may, separately or jointly with other partners, take the initiative to evaluate or review their cooperation with the Participants and the Recipient UN Organizations with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes. The Participants and the Recipient UN 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. The Participants and Recipient UN 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 and the Recipient UN Organizations 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 the Standard Memorandum of Understanding with the Recipient UN Organizations.

Section VI
Audit
External and Internal Audit

1. The activities of the Administrative Agent and each Recipient UN Organization in relation to the 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 or decisions by the Governing Bodies of each of the relevant Recipient UN Organizations and the Administrative Agent provide otherwise.
Joint Internal Audits

2. The Internal Audit Services of the Participants and Recipient UN Organizations involved in the 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 Participants and Recipient UN Organizations will consult with the Operational Steering Committee.

Cost of Internal Audits

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

Audits of Implementing Partners

4. The part of the contribution transferred by a Recipient UN Organization to its implementing partners for activities towards the implementation of the Fund will be audited as provided under that Recipient UN 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 UN Organization.

Section VII

Communication and Transparency

1. Subject to the regulations, rules, policies and procedures of the Participants and the Recipient UN Organizations, each Participant will take appropriate measures to publicize the Fund and to give due credit to the other Participant and Recipient UN Organizations. Information given to the press, to the beneficiaries of the Fund, all related publicity material, official notices, reports and publications, will highlight the results achieved and acknowledge the role of the Host Government(s), the donor(s), the Recipient UN Organizations, the Participants and any other relevant entities. In particular, the Participants will include and ensure due recognition of the role of each Recipient UN Organization and national partner in all external communications relating to the Fund.

2. The Participants in consultation with the Recipient UN Organizations will ensure that decisions regarding the review and approval of the Fund as well as periodic reports on the progress of implementation of the Fund are posted, where appropriate, for public information on the websites of the Recipient UN Organizations (if applicable) and the Administrative Agent (mptf.undp.org). Such reports and documents may include EU-UN Spotlight Initiative approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.
3. The Participants and the Recipient UN Organizations are committed to principles of transparency with regard to the implementation of the Fund, consistent with their respective regulations, rules, policies and procedures. The Donors, the Participants, Recipient UN Organization and the Host Government, (if applicable), will endeavor to consult prior to publication or release of information regarded as sensitive.

Section VIII
Expiration, Modification, Termination and Unspent Balances

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 3(b).

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

3. Any of the Participants may withdraw from this Memorandum of Understanding upon giving thirty (30) days’ written notice to the other Participant to this Memorandum of Understanding 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 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 Participant under this Memorandum of Understanding will survive the termination of this Memorandum of Understanding or the termination of the Administrative Agent or withdrawal of United Nations 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 AA and Recipient UN Organizations 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 UN 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 Deputy Secretary-General on the recommendation of the Operational Steering Committee.

Section IX
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, or his or her designated representative, and on behalf of United Nations by the Secretary-General or his 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. 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 D to this Memorandum of Understanding or at such other address as the Participant will have specified in writing to the Participant giving such notice or making such request.

Section X
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 XI
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, will be resolved through consultation between the Executive Heads of the Participants, failing which the matter shall be referred to the Secretary-General for resolution.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Participants, have signed this Memorandum of Understanding in English in 2 copies.
For the United Nations

Signature: ______________________

Name: Ms. Amina J. Mohammed
Title: Deputy Secretary-General
Place: New York
Date: 17/09/2017

---

For the Administrative Agent

Signature: ______________________

Name: Jennifer Topping
Title: Executive Coordinator, MPTF Office
Place: New York
Date: 17/09/2017
ANNEX A: TOR

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

ANNEX C: Standard Memorandum of Understanding between the Administrative Agent and the Recipient UN Organizations

ANNEX D: Notices

For the United Nations
Name: Ms. Michelle Gyles-McDonough
Title:
Address:
Telephone:
Facsimile:
Electronic mail: gyles-mcdonnough@un.org

For the Administrative Agent:
Name: Jennifer Topping
Title: Executive Coordinator, MPTF Office
Address: 304 East 45th Street, 11th Floor, New York, NY 10017, USA
Telephone: +1 212 906 6880
Facsimile: +1 212 906 6990
Email: Jennifer.topping@undp.org