

**MEMORANDUM OF AGREEMENT
FOR
THE NATIONAL WINDOW OF
THE LIBERIA MULTI-PARTNER TRUST FUND
USING PASS-THROUGH FUND MANAGEMENT**

**Memorandum of Agreement
between
the Government of Liberia
and
the UNDP Multi-Partner Trust Fund Office
regarding the operational aspects of
the National Window of the Liberia Multi-Partner Trust Fund**

This Memorandum of Agreement is concluded between the Government of Liberia (hereinafter the "Government") represented by the Ministry of Finance and Development Planning and the United Nations Development Programme (UNDP), represented by its Multi-Partner Trust Fund Office (MPTF Office). The Government and the UNDP MPTF Office are hereinafter collectively referred to as the "Parties".

WHEREAS, the Liberia Multi-Partner Trust Fund has been established to receive funding from donors for two separate funding windows, which will be operational from 1 May 2018 to 30 June 2021("End Date"), or any further date as the Government and the UNDP MPTF Office may agree in order to finance activities thereunder: the Liberia Multi-Partner Trust Fund National Window (hereinafter the "National Window"), established by the Government to finance activities of National Entities (as such terms are defined and used herein); and the Liberia Multi-Partner Trust Fund UN Window (the "UN Window"), established by the Participating UN Organizations to finance activities of Participating UN Organizations;

WHEREAS, the UNDP MPTF Office (hereinafter "Administrative Agent") has been requested by the Government to serve as the Administrative Agent for the National Window, responsible for the administration of the National Window under the Terms of Reference ("TOR") for the Liberia Multi-Partner Trust Fund, as may be amended from time to time, and incorporated herein by reference (attached hereto as ANNEX A), and the UNDP MPTF Office has agreed to do so in accordance with this Memorandum of Agreement;¹

WHEREAS, the Government may decide and request to utilize technical cooperation provided by organizations of the United Nations system (hereinafter "Participating UN Organizations") to undertake certain projects to be funded by the National Window, and towards that end, the relationship between the Participating UN Organizations and the Administrative Agent will be governed by the standard Memorandum of Understanding for Multi-Partner Trust Funds (annexed hereto as Annex B);

¹ In case the Government insist on making stronger reference to the UN Window and the overall architecture of the fund as part of the MOU; the following para can be added: "*WHEREAS, the UN Window was developed by Participating UN Organizations as part of their respective development cooperation with the Government, as more fully described in the TOR. The terms of the UN Window are set out in a Memorandum of Understanding entered into between the Participating UN Organizations and UNDP MPTF Office, as the administrative agent of the UN Window;*"

WHEREAS, this Memorandum of Agreement governs the terms and conditions relating to the fund administration, management and support services to be provided by the Administrative Agent to the Liberia Multi-Partner Trust Fund, and the relationship between the Government and the Administrative Agent also with respect to the activities to be undertaken by the Participating UN Organizations under the Fund (Annex B) and donations of donors (Annex C) to the Liberia Multi-Partner Trust Fund;

WHEREAS, the UNDP MPTF Office as the Administrative Agent of the National Window, will conclude on behalf of the Government with each donor that wishes to make contributions to the National Window, a Standard Administrative Arrangement for the National Window (hereinafter the "SAA") with each such donor, a template of which is annexed hereto as ANNEX C;

NOW, THEREFORE, the Parties agree as follows:

Section I

Establishment of the National Window of the Liberia Multi-Partner Trust Fund; designation of the Government Coordinating Entity

1. The signature of this Memorandum of Agreement establishes the National Window of the Liberia Multi-Partner Trust Fund which shall facilitate the effective and efficient collaboration between the Government, donors, the Administrative Agent, and other stakeholders for the implementation of the National Window, as set out in the TOR.
2. The Government has designated the Ministry of Finance and Development Planning (hereinafter the "Government Coordinating Entity")² to coordinate the development and implementation of the National Window activities on behalf of the Government. The Government assumes full financial and programmatic accountability for the funds disbursed by the Administrative Agent to the Government Coordinating Entity, which funds shall be thereafter disbursed by the Government Coordinating Entity from its separate ledger account to the government entities that shall implement the activities funded by the National Window (hereinafter the "National Entities")³, and shall have such other responsibilities as set forth herein;
3. The National Window shall be governed by the Steering Committee as described in the

² In order to ensure the proper delegation of authority by the Government to the Government Coordinating Entity, the Memorandum of Agreement should be signed by the same signatory as the Standard Basic Assistance Agreement. The Memorandum of Agreement could alternatively be signed by the Government Coordinating Entity if and only if there is an explicit and official delegation of authority under the National Regulatory Framework (through a Decree for instance).

³ The National Entities cannot include Private Sector entities or Non-Governmental Organizations.

TOR. In accordance with UN rules and regulations, the Steering Committee will carry out the functions stated in the TOR, including prioritizing the programmes, making fund allocation decisions, and overseeing the effective monitoring and evaluation of the National Window-financed activities. The Steering Committee will be supported by a Fund Secretariat, as described in the TOR.

4. The activities financed by the National Window and undertaken by the National Entities shall be carried out on the basis of the applicable national laws, regulations and procedures (hereinafter referred to as the "National Regulatory Framework"), provided they do not contravene the principles set out in UNDP's financial rules and regulations, while the activities undertaken by the Participating UN Organizations will be carried out in accordance with its own regulations, rules, policies and procedures, in line with Annex B. The Government, through the Government Coordinating Entity, will be programmatically and financially accountable for all the funds transferred to the Government further to the decisions of the Steering Committee, and for the programmes/projects implemented with those funds, while the Participating UN Organizations will be programmatically and financially accountable for all the funds transferred to them further to the decisions of the Steering Committee in accordance with the PUNO MoU (as defined below in paragraph 7).

5. Resources from the National Window, including interest accrued to the National Window Account, as defined below, will be utilized for the purpose of meeting the direct and indirect costs of programmes/projects undertaken by the National Entities and the Participating UN Organizations, as well as meet the direct costs related to its administration, the tasks of the Fund Secretariat, and for evaluations and audits required by the National Window.

Section II **The Administrative Agent**

6. The Government hereby engages the Administrative Agent to administer the National Window on its behalf, in accordance with the TOR. The UNDP MPTF Office shall use its multi-donor trust fund management mechanism adapted for the management support services arrangements described herein.

7. The Administrative Agent, will conclude an MOU with the Participating UN Organizations for the activities financed by the National Window and undertaken by the Participating UN Organizations, on the basis of the template attached hereto as Annex B (the "PUNO MoU").

8. The Administrative Agent of the National Window, through its MPTF Office, will carry out the following functions for the National Window:

- (a) Receive contributions from donors that wish to provide financial support to the National Window and deposit those in the National Window Account;

- (b) Administer such funds received, in accordance with this Memorandum of Agreement, the PUNO MoU and the SAA, including the provisions relating to winding up the National Window Account and related matters;
- (c) Subject to availability of funds, disburse such funds to the Government Coordinating Entity and the Participating UN Organizations in accordance with decisions from the Steering Committee, taking into account the budget set out in the approved programmatic document⁴.
- (d) Ensure consolidation of statements and reports, with information obtained by submissions provided by the Participating UN Organizations and the Government Coordinating Entity, based on the submissions of each National Entity, as set forth in the TOR, and provide these to each donor that has contributed to the National Window, and to the Steering Committee;
- (e) Provide final reporting, including notification that the National Window has been operationally completed, in accordance with Section V below;
- (f) Disburse funds to the Government Coordinating Entity and the Participating UN Organizations in accordance with the PUNO MoU, for any additional costs of the tasks that the Steering Committee may decide to allocate to it (as referred to in paragraph 5 above) in accordance with the TOR.

9. The Administrative Agent will conclude the SAA with each donor that wishes to provide financial support to the National Window for activities undertaken by the National Entities and the Participating UN Organizations. The Government Coordinating Entity will abide, and will ensure that the National Entities will abide, by the obligations described in the SAA, and the Participating UN Organizations will similarly agree to undertake to do so in the PUNO MoU, including the provisions related to fraud, corruption and unethical behavior. The Administrative Agent will not agree with the donors to amend the terms of ANNEX C without prior written agreement of the Government Coordinating Entity. The Administrative Agent and the Government Coordinating Entity will ensure the posting of a copy of the template SAA as well as information on contributions, on the website of the Administrative Agent (<http://mptf.undp.org>) and the website of the Government Coordinating Entity, respectively, as appropriate.

10. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each donor signing an SAA for the National Window to meet its costs of performing the functions described in this Memorandum of Agreement and the PUNO MoU.

⁴ 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 Steering Committee for fund allocation purposes.

Section III
Financial Matters

The Administrative Agent

11. The UNDP MPTF Office, as Administrative Agent, will establish a separate ledger account (hereinafter, the "National Window Account") under its financial regulations and rules for the receipt and administration of the funds received from donors pursuant to the SAA for the National Window. The National Window Account will be administered by the UNDP MPTF Office, in accordance with the UNDP's applicable regulations, rules, policies and procedures, including those relating to interest. The National Window Account will be subject exclusively to the internal and external auditing procedures laid down in the applicable UNDP financial regulations, rules, policies and procedures.

12. The Administrative Agent will not absorb gains or losses on currency exchanges which will increase or decrease the funds available for disbursements to the Government Coordinating Entity, and the Participating UN Organizations.

13. Subject to the availability of funds, the Administrative Agent will make disbursements from the National Window Account based on decisions from the Steering Committee, in line with the budget set forth in the approved programmatic document.

14. The Administrative Agent will normally make each disbursement to the Government Coordinating Entity and the respective Participating UN Organization within five (5) business days after receipt of the relevant approved programmatic document in accordance with the decisions from the Steering Committee and 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 through wire transfer. The Government Coordinating Entity will advise the Administrative Agent in writing of the bank account for transfers pursuant to this Memorandum of Agreement. When making a transfer, the Administrative Agent will notify the Government Coordinating Entity, 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 National Window pursuant to this Memorandum of Agreement. Transfers to the Participating UN Organizations will occur in a similar manner in accordance with the terms of the PUNO MoU.

15. Where the balance in the National Window Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Steering Committee and make a disbursement, if any, in accordance with the Steering Committee's decisions.

The Government Coordinating Entity

16. The Government has designated Ministry of Finance and Development Planning to serve as the primary interlocutor on all aspects of the National Window including with respect to the

Administrative Agent.

17. The Government Coordinating Entity 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 National Window Account. This separate ledger account will be managed in accordance with the national regulatory framework, provided that such framework does not contradict the principles of UNDP's regulations, rules, policies and procedures. This separate ledger account will be subject to the internal and external reviews, verifications and audits described in the TOR and this Memorandum of Agreement.

18. In order to carry out activities financed by the National Window, National Entities shall be proposed by the Government Coordinating Entity, and approved by the Steering Committee, following assessments of financial, managerial and technical capacity by the Fund Secretariat. The Steering Committee shall review and approve the programmatic proposals recommended for funding. National Entities will receive funds and carry out activities on the basis of the National Regulatory Framework.

19. The Government Coordinating Entity will use, and ensure that the National Entities use, the funds disbursed by the Administrative Agent to carry out the activities for which they are responsible as set out in the approved programmatic document. The Government Coordinating Entity, and through it the National Entities, will commence and continue to conduct operations for the programmatic activities only upon receipt of disbursements. The Government Coordinating Entity, and through it the National Entities, 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 Government Coordinating Entity will submit a supplementary budget request to the Steering Committee.

The Participating UN Organizations

20. The Participating UN Organizations will use the funds transferred by the Administrative Agent in accordance with the provisions of the PUNO MoU.

Section IV **Activities of the Fund**

The Role of the National Entities and the Government Coordinating Entity

21. The Government Coordinating Entity will ensure that each National Entity is responsible for the activities specified in its proposal, in accordance with the decisions of the Steering Committee and the National Regulatory Framework.

22. The Government Coordinating Entity through the Steering Committee will take the necessary steps to ensure that National Entities have the required capacities to meet all the

requirements spelled out in this Memorandum of Agreement, including the TOR, the programmatic document and the National Regulatory Framework.

23. After approval by the Steering Committee of a National Entity's programmatic proposal, the Administrative Agent will transfer/disburse the approved amount to the Government Coordinating Entity in accordance with paragraph 14.

24. Any modifications to the scope of any approved programmatic document, including as to its nature, content, sequencing or the duration thereof will be subject to the approval of the Steering Committee. Upon decision by the Steering Committee to approve the revision of any approved programmatic document, the Fund Secretariat will promptly notify the Administrative Agent of the approved change. For activities financed by the National Window and undertaken by the National Entities, on the termination or expiration of this Memorandum of Agreement, the ownership of equipment, supplies and other property financed from the National Window shall vest in the Government.

25. The Government Coordinating Entity will ensure that where a National Entity wishes to carry out its activities through or in collaboration with a third party, it will be responsible for discharging all commitments and obligations with such third party, and the Administrative Agent will not be responsible for doing so.

26. In carrying out their activities, neither the Government Coordinating Entity nor the National Entities will be considered agents of the Administrative Agent, nor will the personnel of any one be considered the staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, the Administrative Agent will not be liable for the acts or omissions of the Government Coordinating Entity, the National Entities, or their personnel, or of persons performing services on their behalf.

27. The Government Coordinating Entity will advise the Administrative Agent in writing when all activities for which the National Entities are responsible under the respective approved programmatic document have been operationally completed.

28. The Government Coordinating Entity recognizes that the donors reserve the right to discontinue future contributions if reporting obligations are not met as set forth in the SAA or if there are substantial deviations from agreed plans and budgets. The Government Coordinating Entity also recognizes that each donor that signed an SAA may suspend its contribution (1) in case of failure to abide by the provisions of the SAA; (2) in case of substantial revision of the TOR; or (3) in case of credible allegations concerning an improper use of funds in accordance with Section VIII of the SAA. However, the suspension must be notified in writing and, prior to the donor(s) taking any such measures, the Administrative Agent, the Steering Committee and the donor(s) in question shall hold consultations with the objective of promptly resolving the situation.

29. The Parties, including the National Entities as shall be ensured by the Government Coordinating Entity, are firmly committed to take all precautionary measures to prevent and

remedy fraudulent, coercive, obstructive or unethical practices. In case of an investigation related to wrongdoing, the Government Coordinating Entity and the National Entities, as shall be ensured by the Government Coordinating Entity commit to follow the procedure described in the SAA. If it is agreed among the Steering Committee, the Government Coordinating Entity, the donors and the Administrative Agent that there is evidence of improper use of funds by any National Entity, the Government Coordinating Entity will repay an amount equivalent to the amount of the funds found to have been misused, into the National Window Account from its own resources. The donor(s) may request the refund of these funds in proportion to its/their contribution to the National Window. In such a case, the Administrative Agent will reimburse the applicable portion of the fund to the donor(s). The funds for which the donor(s) would not request the refund will be transferred to the National Window Account and used by National Entities in a manner mutually agreed. Should repayment to the National Window Account not occur within a reasonable period of time as shall be established by the Steering Committee, the donors may elect to terminate any further fund transfer to the programmatic activity in question.

30. In cases of serious or wide-spread fraud that is determined to be harmful to the reputation of the National Window and/or the Liberia Multi-Partner Trust Fund, the donors, in consultation with the Steering Committee, will suspend all further contribution payments until adequate remedial measures have been taken. Once such remedial actions have been taken and the issue is found by the donors to be satisfactorily addressed, the case will be presented to and discussed with the Steering Committee. In cases where the Government, the donors and Administrative Agent are unable to reach consensus on a corrective course of action, final decision-making in relation to future contribution payments to the National Window will lie with the donors. Any recourse in relation to sanctioning of any governmental entity will lie with the Government and will be based on the National Regulatory Framework.

Special Provisions regarding Financing of Terrorism

31. Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Government Coordinating Entity and the National Entities are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Government Coordinating Entity and the National Entities recognize their obligation to comply with any applicable sanctions imposed by the UN Security Council. The Government Coordinating Entity and each National Entity will use all reasonable efforts to ensure that the funds transferred to it in accordance with the Memorandum of Agreement 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 Agreement, the Government Coordinating Entity or a National Entity determines there are credible allegations that funds transferred to it in accordance with this Memorandum of Agreement 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 Steering Committee, the Administrative Agent and the donors and, in consultation with the donors, as appropriate, determine an appropriate response.

The role and Activities of the Participating UN Organizations

32. The role, activities and obligations of the Participating UN Organizations are as set forth in the PUNO MOU.

Section V Reporting

Financial Reports

33. The Participating UN Organizations and the National Entities through the Government Coordinating Entity, will provide the Administrative Agent with the following financial statements and reports for funds received from National Window Account, as set forth in the TOR:

- (a) Annual financial report as of 31 December with respect to the funds disbursed to it from the National Window 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 each 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.

Narrative Reports

34. The Participating UN Organizations and the National Entities through the Government Coordinating Entity will provide the Administrative Agent with the following narrative reports, as set forth in the TOR:

- (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 each 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.

35. 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 National Window. The financial reports will provide information on the use of financial resources against the outputs and outcomes in the agreed results framework.

36. The Administrative Agent will ensure the preparation of consolidated narrative progress and financial reports, based on the reports provided in paragraphs 33 and 34 above, and will provide these consolidated reports to each donor that has contributed to the National Window, as well as the Steering Committee and the Government Coordinating Entity, in accordance with the timetable established in the SAA.

37. The Administrative Agent will also provide the Government Coordinating Entity, Steering Committee and donors with the following statements on its activities:

- 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 National Window occurs.

38. Consolidated reports and related documents will be posted on the websites of the Government (enter web-site) and the Administrative Agent (<http://mptf.undp.org>).

Section VI **Monitoring and Evaluation**

Monitoring

39. Monitoring of the Fund will be undertaken in accordance with the TOR. The Government Coordinating Entity, the National Entities, the Fund Secretariat, the donors and the Administrative Agent will hold consultations at least annually, as appropriate, to review the status of the National Window. In addition, the Parties and the donor(s) will discuss any substantive revisions to the National Window, 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 donors.

Evaluation

40. Evaluation of the National Window including, as necessary and appropriate, joint

evaluation by the Government, represented by the Government Coordinating Entity, the Participating UN Organizations, the donors, the Administrative Agent and other partners will be undertaken in accordance with the TOR.

41. The Steering Committee will recommend a joint evaluation if there is a need for a broad assessment of results at the level of the National Window or at the level of an outcome within the Fund. The joint evaluation report will be posted on the websites of the Government (complete) and the Administrative Agent (<http://mptf.undp.org>).

42. In addition, the Parties recognize that any donor(s) may, separately or jointly with other partners, take the initiative to evaluate or review their cooperation with the Administrative Agent, the Government, including the Government Coordinating Entity and the National Entities, and the Participating UN Organizations under this Memorandum of Agreement 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, the Government Coordinating Entity, the National Entities and the Participating 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 Administrative Agent, the Government Coordinating Entity the National Entities and the Participating 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(s), unless otherwise agreed. It is understood by the Parties 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 Memorandum of Agreement.

Section VII **Audit**

43. The Government Coordinating Entity and the National Entities will be audited in relation to the implementation of the National Window and their use of resources from the National Window, in accordance with the National Regulatory Framework, and subject to any others external auditing requirements described in the TOR. The Administrative Agent and the Participating UN Organizations will be audited in accordance with their own Financial Regulations and Rules as described in the PUNO MoU.

44. The corresponding external and internal audit reports will be disclosed publicly unless the relevant policies, respective regulations, and procedures of each of the relevant National Entities or Participating UN Organizations provide otherwise.

Section VIII
Joint Communication and Transparency

45. The Government Coordinating Entity, the National Entities and the Participating UN Organizations will take appropriate measures to publicize the National Window and to give due credit to the other stakeholders. Information given to the press, to the beneficiaries of the National Window, all related publicity material, official notices, reports and publications, will highlight the results achieved and will acknowledge the role of the Steering Committee, the donors, the Government Coordinating Entity, the National Entities, the Participating UN Organizations, the Administrative Agent and any other relevant entities. In particular, the Administrative Agent will include and ensure due recognition of the role of the Government Coordinating Entity and the National Entities in all external communications relating to the National Window.

46. The Administrative Agent in consultation with the Fund Secretariat will ensure that decisions regarding the review and approval of the National Window's programmatic proposals, periodic reports on the progress of National Window-financed activities and associated external evaluation are posted, where appropriate, for public information on the website of the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include Steering Committee approved projects and projects awaiting approval, Fund-level annual financial and progress reports and external evaluations, as appropriate.

47. The Government, and through it the Government Coordinating Entity and the National Entities, and the Administrative Agent are committed to principles of transparency with regard to the implementation of the National Window, consistent with their respective regulations, rules, policies and procedures. The donors, the Administrative Agent, the Government, and through it the Government Coordinating Entity and the National Entities, the Participating UN Organizations and the Fund Secretariat, as applicable, will endeavor to consult prior to publication or release of information regarded as sensitive.

Section IX
Entry into Force, Expiration, Modification

48. This Memorandum of Agreement will come into effect upon signature by authorized representatives of the Parties and will continue in full force and effect until it is terminated or expires.

49. This Memorandum of Agreement will expire upon the delivery to the donor(s) of the certified final financial statement pursuant to Section V Article 33 b.

50. This Memorandum of Agreement may be modified only by written agreement between the Parties.

51. The Administrative Agent's appointment may be terminated by the Administrative Agent (on the one hand) or the Government Coordinating Entity (on the other hand) on thirty (30) days' written notice to the other party, subject to the continuance in force of paragraph 52 below for the purpose therein stated. In the event of such termination, the Parties will agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.

52. Commitments assumed by the Parties under this Memorandum of Agreement will survive the termination of this Memorandum of Agreement 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.

53. Any balance remaining in the Government Coordinating Entity and/or the National Entities' separate ledger accounts upon operational completion of the activities for which the Government Coordinating Entity and the National Entities are responsible under the approved programmatic document will be returned to the National Window Account as soon as administratively feasible and before financial closure of those activities in line with Article 27. Any balance remaining in the National Window Account upon completion of the National Window will be used for a purpose mutually agreed upon or returned to the donor(s) in proportion to their contribution to the National Window as decided upon by the donor(s) and the Steering Committee.

Section X Notices

54. Any action required or permitted to be taken under this Memorandum of Agreement may be taken on behalf of the Government, by the Minister of Finance and Development Planning, or his/her designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator of the UNDP MPTF Office, or his/her designated representative.

55. Any notice or request required or permitted to be given or made in this Memorandum of Agreement 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 party to which it is required to be given or made, at such party's address specified below or at such other address as the party will have specified in writing to the party giving such notice or making such request.

For the Government:

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

For the Administrative Agent:

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

Section XI
General Provisions

56. In the event of any controversy, claim or dispute between the Parties arising out of this Memorandum of Agreement or the breach thereof, the Parties shall seek an amicable resolution thereof through good faith direct negotiations.

57. The Government agrees that the provisions of the Agreement between the UNDP MPTF Office and the Government, relating to UNDP MPTF Office's assistance to the country signed on Standard Basic Assistance Agreement shall apply to the UNDP MPTF Office and its personnel carrying out the management and other support services provided hereunder.

58. In accordance with the Standard Basic Assistance Agreement, the Government shall bear all risks of operations arising under this Agreement and shall be responsible for dealing with claims which may be brought by third parties against the UNDP MPTF Office, its officials or other persons performing services on its behalf, and shall hold them and the UNDP MPTF Office harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Government and the UNDP MPTF Office agree that claims or liabilities arise from the gross negligence or willful misconduct of the above-mentioned persons.

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

On behalf of the Government of Liberia:

Signature: 

Name: Samuel D. Tweah Jr
Title: Minister of Finance and Development Planning
Place: Monrovia
Date: 12/05/18

On behalf of the UNDP MPTFO:

Signature:

Name: Jennifer Topping
Title: Executive Coordinator, MPTFO
Place: New York
Date:

ANNEX A – The Liberia Multi-Partner Trust Fund Terms of Reference

ANNEX B – Memorandum of Understanding between the Participating UN Organizations and the Administrative Agent regarding the operational aspects of the National Window of the Liberia Multi-Partner Trust Fund

ANNEX C – Standard Administrative Arrangement for the National Window of the Liberia Multi-Partner Trust Fund