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**ADMINISTRATIVE SUPPORT SERVICES AGREEMENT**

**between the**

**United Nations Development Programme**

**and**

**XXXX under The Central African Forest Initiative's Multi-Partner Trust Fund**



Empowered lives.  
Resilient nations.

## **Administrative Support Services Agreement under CAFI MPTF Financing**

The United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "**UNDP**") and XXXX governed by XXX law, with registered office XXXX, registered with the Trade and Companies Register of XXXX (hereinafter "the **ICA**"), each a "**Party**" and collectively the "**Parties**", have entered into this Administrative Support Services Agreement (hereinafter the "**Agreement**").

**WHEREAS** the Central African Forest Initiative(CAFI) Multi-Partner Trust Fund (hereinafter the "**CAFI MPTF**" or the "**Fund**") has been developed and established by United Nations funds, programmes, specialized agencies and other entities (each a "**Participating UN Organization**" or "**PUNO**") that have signed a Standard Memorandum of Understanding for the Central African Forest Initiative (CAFI) Multi Partner Trust Fund (MPTF), dated 11/09/2015 (hereinafter the "**Fund MOU**"; attached hereto as ANNEX 1), as more fully described in the Terms of Reference of the CAFI MPTF (hereinafter the "**Fund TOR**"; attached hereto as ANNEX 2). The Participating UN Organizations have asked the United Nations Development Programme ("**UNDP**"), through its Multi-Partner Trust Fund Office (hereinafter the "**MPTF-O**"), to administer the CAFI MPTF as set forth in the Fund MOU, and UNDP, through its MPTF-O, (hereinafter the "**Administrative Agent**"), has agreed to do so; and

**WHEREAS**, the Participating UN Organizations have agreed that international cooperation agencies (hereinafter the "**ICAs**"), may receive funding from the Fund for Fund-approved projects, through and further to arrangements as shall be put in place by the UNDP, in its capacity as a PUNO, through its Support Services to CAFI as described here in,, whereby the ICA shall have programmatic and financial accountability for the funds made available to them in accordance with the agreement (the "**Agreement**") to be entered between UNDP, further to its support services to CAFI.

**WHEREAS**, the ICA and the Government of Cameroun (hereinafter the "**Government**") have developed a project, "**CAFI preparatory funding for the Republic of Cameroon's national investment framework**" (hereinafter the "**Project**"), to support the development activities of the Government. The project, described in the form of a project document (The "**Project Document**"), was has submitted to the Executive Board of the CAFI MPTF (hereinafter the "**Executive Board**") and was approved by the Executive Board for financing on the 12th of August 2016. The Project Document not being attached hereto but known of the Parties and forming an integral part hereof;

**WHEREAS**, the ICA's responsibilities for the Project shall be similar to those of the PUNOs as set forth in the Fund MOU, as further detailed herein;

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**WHEREAS** further to the TOR and the Fund MOU, UNDP will transfer the funds to finance the Project to ICA and provide such other support to the Project as may be set forth herein;

**NOW, THEREFORE**, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

## **1.0 Objectives and Responsibilities of the Parties**

1.1 When UNDP receives the funds for the financing of the Project as approved by the Executive Board, UNDP shall transfer to the ICA the amount approved by the Executive Board (hereinafter, the "**Project Funding**") for implementation of the Project further to the ICA's development cooperation with the Government.

1.2 The ICA shall retain full programmatic accountability for achieving the results and outputs of the Project, and financial accountability for the use of the Project Funding, in accordance with its own applicable regulations, rules, policies and procedures and as described in Section III of the MOU. UNDP and the Administrative Agent shall have no accountability or responsibility therefor except with respect to those actions and activities undertaken by UNDP further to paragraph 2.2 below.

1.3 The ICA's responsibilities to the Fund, including to the Administrative Agent, as similar to those set forth for the PUNOs in the Fund MOU shall:

- a. apply in terms of financial matters and implementation of activities in accordance with Section II (paragraphs 6 through 9) and III of the Fund MOU, as stated therein to be applicable to the PUNOs.

In particular:

- in accordance with Section II, paragraph 7 of the Fund MOU, the Parties agree that expenses carried out in the implementation of the Project as described in the Project Document shall constitute eligible expenses; and
  - in accordance with Section II, paragraph 9 of the Fund MOU and as defined and further described in Annex III, the Project Funding shall comprise (i) programme costs (including programme costs incurred by the ICA in the implementation of the Project) and (ii) indirect support costs, which shall amount to 7% of the sub-total programme costs.
  - Indirect support costs shall be included in amount approved by the Executive Board and shall be retained on programme costs eligible expenses.
  - It is agreed that interests generated on ledger accounts shall not be due.
- b. apply in terms of Reporting, Monitoring, Evaluation, Auditing and the special provisions regarding financing of terrorism in accordance respectively with Section V, Section VI (paragraph 1 to 4), Section VII (paragraph 4) and Section VIII of the Fund MOU (it being specified that information to be shared with the Administrative Agent and the Executive Board of the Fund in accordance of such section VIII shall be sent to Head of the Fund Secretariat) as stated therein to be applicable to the PUNOs; and

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- c. apply in terms of communication and transparency in accordance with Section IX (paragraph 1 and 3) of the Fund MOU, and apply in terms of closure and unspent balance in accordance with Section X (paragraph 6) of the Fund MOU, as stated therein to be applicable to the PUNOs.

1.4. In addition, the ICA recognizes that the donor(s) to the Fund may, separately or jointly with other partners take the initiative to evaluate or review their cooperation with the Administrative Agent, UNDP and the ICA, 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, UNDP, and the ICA 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 ICA 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 ICA 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 agreement.

1.5. If there is evidence of improper use of funds as determined after an investigation, the ICA 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 ICA will consult with the Executive Board, the Administrative Agent and the relevant donor(s). The relevant donor(s) may request that such funds be returned to them in proportion to their contribution to the Fund, in which case the ICA 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 such donor(s). For any such funds such donor(s) do not request to be returned to them, such funds will either be credited to the Fund Account or used by the ICA for a purpose mutually agreed upon.

1.6 Each of the donors whose contributions to the Fund will have been received by the Administrative Agent at the time of approval of the Project in a manner that allows the use of such contributions for the financing of the Project, (hereinafter the "**Donors**") shall, subject to Article 7.3 below, have direct recourse to the ICA for the ICA's failure to comply with the terms and conditions of this Agreement. The ICA accepts and agrees to such direct recourse and obligation to comply with demands of the Donors made further thereto. UNDP shall have no responsibility or liability therefor, nor involvement therein. UNDP will not pursue any claim against the ICA which is in conflict with Donors' right to direct recourse, unless all Donors give UNDP their permission to do so in writing. The Parties irrevocably agree that this Article 1.6 may not be amended without the written consent of the Donors.

## **2.0 CAFI Support Services**

2.1 UNDP may provide a number of services as specified below to the ICA towards its development cooperation with the Government for the Project.

2.2 The Executive Board has conditioned the approval of the Project on UNDP providing the following support services, with respect to ensuring the ICA's compliance with the ICA's responsibilities as set forth in paragraph 1.3(b):

- (i) Transfer the Project Funding to the ICA within 15 working days after receipt of such funding from the Administrative Agent for the Project approved by the Executive Board;

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- (ii) Transmittal of annual financial reports and certified financial statements and final financial reports received from the ICA in accordance with the time frames and the agreed format specified in the Fund MOU, and follow up with the ICA if such reports are not submitted on time ;
- (iii) Transmittal of narrative reports received from the ICA to the Fund Secretariat following receipt of such reports from the ICA in the agreed format required by the Fund, and follow up with ICA if such narrative reports are not submitted on time in accordance with the time frames specified in the Fund MOU. It is the obligation of the ICA to comply with such time frames
- (iv) Facilitate the submission to the Donors of all relevant information requested by the Donors during a review or evaluation of the Project initiated by Donors, within the limits of the ICA's regulations, rules, policies and procedures;
- (v) Transmittal of refunds of Project Funding remaining at the time of operational closure of the Project, from the ICA to the Administrative Agent;
- (vi) Collect and transmit to the Administrative Agent the funds recovered by the ICA following actions taken by the ICA further to Section VIII(4) of the Fund MOU;
- (vii)[Inform the Executive Board of any credible allegations of mismanagement and corruption for funds transferred to the ICA, as reported by the ICA to UNDP, as soon as it becomes aware of any such credible allegations;
- (viii) Inform the Executive Board of any credible allegations that funds transferred to the ICA have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime as reported by the ICA to UNDP, as soon as it becomes aware of any such credible allegations.]

(collectively, the "**Administrative Support Services**").

The ICA has agreed that UNDP shall provide the Administrative Support Services.

2.3 .

2.4 The amounts of the Project Funding shall not be subject to any increase because of price or currency fluctuations, or the actual costs incurred by the ICA in the implementation of the Project.

2.5 All payments of the Project Funding shall be made by UNDP to the ICA to the following bank account:

Account Name:

Account Title:

Account Number:

Bank Name:

Bank Address:

Bank SWIFT (IBAN) Code:

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Bank Code:

BIC: Routing instructions for disbursements:

2.6 UNDP will only be required to transfer funds to the ICA up to the amount of the Project Funding and in accordance with the terms of this Agreement. UNDP will not be liable to the ICA or any third party for any amounts determined not to have been authorized under the Project or that have been misused

### **3.0 Assignment**

3.1 The ICA shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the ICA's rights, claims or obligations under this Agreement.

### **4.0 Indemnity**

4.1 The ICA shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the ICA in undertaking the project, where the ICA has been found by a court of competent jurisdiction to have been negligent.

### **5.0 Use of the Name, Emblem and Official Seal of UNDP**

5.1 The ICA shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Project and upon receiving prior written consent of the United Nations or UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

5.2 The Parties shall cooperate in any public relations or publicity exercises when the United Nations /UNDP deems these appropriate or useful.

### **6.0 Privileges and Immunities**

6.1 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

### **7.0 Dispute Settlement**

7.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement, or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law ("**UNCITRAL**") then in force, or according to such other procedure as may be agreed between the Parties in writing.

7.2 If such dispute, controversy or claim between the Parties is not settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, it shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The decisions of the arbitral tribunal shall be based on general principles of international

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commercial law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

7.3 Any dispute, controversy or claim related to direct recourse against the ICA based on Article 1.6 shall be settled exclusively by consultations between such donor (s) and the ICA.

**8.0 Termination of this Agreement**

8.1 UNDP may find it necessary to terminate or to modify this Agreement where (i) upon decision of the Executive Board and/or instruction from the Administrative Agent resulting from non-compliance of the ICA with the Fund MOU in accordance with Article 1.3 above, or for failure to comply with the direct recourse demands of one or more Donors (as settled in accordance with Article 7.3 above), or (iii) it decides that UNDP may no longer provide the Administrative Support Services.

8.2 UNDP may, at any time after occurrence of the circumstances described in Article 8.1, and after appropriate consultations with the ICA (including inviting the ICA to make observations such as proposals for remedial measures), suspend or terminate this Agreement by sending a thirty-day prior written notice to the ICA. [In the event of a finding that the ICA has engaged in fraudulent or corrupt activity with respect to this Agreement or the Project, UNDP may terminate the Agreement, in whole or in part, with immediate effect.]

8.3 Upon receipt of a notice of termination by UNDP under the present Article, the ICA shall promptly take steps to terminate the Project, in a prompt and orderly manner, so as to minimize losses and further expenditures. The ICA shall undertake no forward commitments and shall return to UNDP, within one hundred and twenty (120) days, all unspent Project Funding funds made available to it by UNDP under this Agreement.

8.4 Notwithstanding anything in this Agreement to the contrary, one Party may terminate this Agreement at any time without having to provide any justification therefor upon sixty (60) days' advance written notice to the other Party and notify the Donors.

**9.0 Notices**

9.1 Any notice, request, document, report, or other communication submitted by either the ICA or UNDP shall be in writing and sent to the other party at the address information specified below, as appropriate:

Notices to ICA: Name: Address: Tel: Fax: Email:	Notices to UNDP: Name: Jennifer Topping Address: 304 East 45 <sup>th</sup> Street, New York, NY, 10017  Tel: +1-212-906-6880 Fax: Email: executivecoordinator.mdtfo@undp.org
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**10.0 Survival**

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10.1 The provisions of Article 6.0 (Privileges and Immunities) and Article 7.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project or the termination of this Agreement. The provisions of Article 1.6 (Direct Recourse) shall survive and remain in full force and effect for a period of five years from the expiry or (as the case may be) the termination of this Agreement.

**11.0 Other ICA Representations and Warranties**

11.1 The ICA represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the ICA and is enforceable against it in accordance with its terms.

**12. Entry into Force, Duration, Extension and Modification of this Agreement**

12.1 This Agreement shall enter into force on the date of last signature of the ICA and UNDP, acting through their duly authorized representatives, and shall expire [upon operational closure of the Project].

12.2 Should it become evident to the ICA during the implementation of the Project that an extension beyond the period set forth in the Executive Board approval of the Project is necessary, or in the event of any other operational or financial issues arise related to the Project or further to the terms of the Fund MOU made applicable to the ICA *mutatis mutandis* hereunder, the ICA shall communicate same to UNDP, which make the information known to the Executive Board and the Administrative Agent; any decisions taken thereon by the Executive Board and communicated to UNDP, shall be made known by UNDP to the ICA.

12.3 This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties. UNDP shall notify the donor(s) of any such modification or amendments.

12.4 Failure by either Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereof, have on behalf of the Parties hereto signed the present Agreement at the place and on the date below written:

For the ICA:

For UNDP:

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

Title:

Title:

Place:

Place:



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Date:

Date:

List of Annexes constituting the Entire Agreement of the Parties:

ANNEX 1: Memorandum of Understanding Regarding the Operational Aspects of CAFI MPTF, dated September 2015

ANNEX 2: Terms of Reference of the CAFI MPTF

ANNEX 3: Project Budget Categories and Definition

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ANNEX 1

Memorandum of Understanding Regarding the Operational Aspects of CAFI MPTF, dated September 2015

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## ANNEX 2

### Terms of Reference of the CAFI MPTF

## ANNEX 3

## Project Budget Categories and Definitions

## I. Programme Costs

Programme costs include the following cost categories set by the UN and their definitions, and shall be calculated in accordance with the accounting procedures of the ICA:

CATEGORY	DEFINITION
1. Staff and other personnel	Includes all related staff and temporary staff costs including base salary, post adjustment and all staff entitlements.
2. Supplies, Commodities, Materials	Includes all direct and indirect costs (e.g. freight, transport, delivery, distribution) associated with procurement of supplies, commodities and materials. Office supplies should be reported as "General Operating".
3. Equipment, Vehicles, and Furniture (including Depreciation)	For those reporting assets on UNSAS or modified UNSAS basis (i.e. expense up front) this would relate to all costs to put asset into service. For those who do donor reports according to IPSAS this would equal depreciation for period.
4. Contractual services	Services contracted by an organization which follow the normal procurement processes. In IPSAS terminology this would be similar to exchange transactions. This could include contracts given to NGOs if they are more similar to procurement of services than a grant transfer.
5. Travel	Includes staff and non-staff travel paid for by the organization directly related to a project.
6. Transfers and Grants to Counterparts	: Includes transfers to national counterparts and any other transfers given to an implementing partner (e.g. NGO) which is not similar to a commercial service contract as per above. In IPSAS terms this would be more similar to non-exchange transactions.
7. General Operating and other Direct Costs	Includes all general operating costs for running an office. Examples include telecommunication, rents, finance charges and other costs which cannot be mapped to other expense categories.

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II. Indirect Support Costs

Indirect support costs include the following costs:

Indirect Support Costs	Fixed indirect costs are all costs that are incurred by the organization regardless of the scope and level of its activities, and which cannot be traced unequivocally to specific activities, projects or programmes. These costs typically include the top management of an organization, its corporate costs and statutory bodies not related to service provision. Central services = Costs of general management: senior management; general financial accounting; central HR function; auditing; messenger service; central records, etc.
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ANNEX IV

Project document as approved by the Executive Board