

**STANDARD ADMINISTRATIVE ARRANGEMENT
FOR ONE FUND IN KYRGYZSTAN
USING PASS-THROUGH FUND MANAGEMENT¹**

¹ **[TO BE DELETED BEFORE SIGNING:** *This Standard Administrative Arrangement has been agreed upon by the members of the United Nations Development Group (UNDG). Any substantial ('substantial' would imply changes that are linked to the legal relationships described in the Standard Administrative Arrangement, the governance mechanisms, reporting arrangements or equivalent) modification to the Standard Administrative Arrangement requires the prior written agreement of the Participating UN Organizations and Administrative Agent of the particular MDTF, and needs be cleared by the UNDG Advisory Group through the UN Development Operations Coordination Office (DOCO).]*

Standard Administrative Arrangement
between
[Name of Donor]
and
the United Nations Development Programme

WHEREAS, Participating United Nations Organizations that have signed a Memorandum of Understanding (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a **One Fund in Kyrgyzstan** (hereinafter referred to as the “Fund”) starting on **1 December 2009** and ending on **31 December 2011**, as may be amended from time to time, as part of their respective development cooperation with the Government of Montenegro, as more fully described in the Terms of Reference of the Fund (hereinafter referred to as the “TOR”), a copy of which is attached hereto as **ANNEX A**, and have agreed to establish a coordination mechanism (hereinafter referred to as the “Steering Committee”)² to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Fund;

WHEREAS, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with donors who wish to support the implementation of the Fund and have developed a TOR to use as the basis for mobilising resources for the Fund, and have further agreed that they should offer donors the opportunity to contribute to the Fund and receive reports on the Fund through a single channel; and

WHEREAS, the Participating UN Organizations have appointed the United Nations Development Programme (hereinafter referred to as the “Administrative Agent”) (which is also a Participating UN Organisation in connection with the Fund)³ in a Memorandum of Understanding (hereinafter referred to as “MOU”) concluded between, the Administrative Agent and Participating UN Organizations on **9 December 2009**, to serve as their administrative interface between donors and the Participating UN Organizations for these purposes. To that end the Administrative Agent has established a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received from donors who wish to provide financial support to the Fund through the Administrative Agent (hereinafter referred to as the “Fund Account”); and

WHEREAS, **[Name of Donor]** (hereinafter referred to as the “Donor”) wishes to provide financial support to the Fund on the basis of the TOR as part of its development cooperation with the Government of **Kyrgyzstan** and wishes to do so through the Administrative Agent as proposed by the Participating UN Organizations.

² The composition of the Steering Committee or other body will include all the signatories to the Memorandum of Understanding, representative(s) from the host Government (if applicable), and may include donors, in accordance with UNDG approved Generic MDTF Steering Committee Terms of Reference dated 20 September 2007.

³ In most cases, the Administrative Agent will also be a Participating UN Organization. However, where the Administrative Agent is not a Participating UN Organization, this provision can be deleted.

NOW, THEREFORE, the Donor and the Administrative Agent (hereinafter referred to collectively as the “Participants”) hereby decide as follows:

Section I
Disbursement of Funds to the Administrative Agent
and the Fund Account

1. The Donor decides to make a contribution of [amount in words] ([amount in figures]) and such further amounts as it may decide (hereinafter referred to as the “Contribution”) to support the Fund. The Contribution will enable the Participating UN Organizations to support the Fund in accordance with the TOR, as amended from time to time in writing by the Steering Committee. The Donor authorizes the Administrative Agent to use the Contribution for the purposes of the Fund and in accordance with this Standard Administrative Arrangement (hereinafter referred to as “Arrangement”). The Donor acknowledges that the Contribution will be co-mingled with other contributions to the Fund Account and that it will not be separately identified or administered.

2. The Donor will deposit the Contribution by wire transfer, in accordance with the schedule of payments set out in ANNEX B to this Arrangement, in convertible currencies of unrestricted use, to the following account:

For payment in USD:

Name of Account: UNDP Multi-Donor Trust Fund Office (USD) Account
Account Number: 790440309
Name of Bank: JPMorgan Chase Bank
International Agencies Banking
Address of Bank: 270 Park Avenue, 43rd Floor
New York, New York 10017
SWIFT Code: CHASUS33
ABA: 021000021
Reference: [Name of Fund] Account

3. When making a transfer to the Administrative Agent, the Donor will notify the Administrative Agent’s Treasury Operations at mdtfo.treasury@undp.org and the MDTF Office at executivecoordinator.mdtfo@undp.org of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from [name of Donor] in respect of the Fund in **Kyrgyzstan** pursuant to this Arrangement. The Administrative Agent will promptly acknowledge receipt of funds in writing.

4. All financial accounts and statements will be expressed in United States dollars.

5. The US dollar value of a contribution-payment, if made in currencies other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of the Contribution. 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.

6. The Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Fund Account will 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.

7. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the Contribution by the Donor, to cover the Administrative Agent's costs of performing the Administrative Agent's functions.

8. The Steering Committee may request any of the Participating UN Organizations, to perform additional tasks in support of the Fund not related to the Administrative Agent functions detailed in Section I, Paragraph 2 of the Memorandum of Understanding and subject to the availability of funds. In this case, costs for such tasks will be decided in advance and with the approval of the Steering Committee be charged to the Fund as direct costs.

Section II
Disbursement of Funds to the Participating UN Organizations
and a Separate Ledger Account

1. The Administrative Agent will make disbursements from the Fund Account in accordance with instructions from the Steering Committee, in line with the approved programmatic document⁴, as amended in writing from time to time by the Steering Committee. The disbursement to the Participating UN Organizations will consist of direct and indirect costs as set out in the programme budget.

2. Each Participating UN Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the Fund Account. Each Participating UN Organization assumes full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. That separate ledger account will 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 will 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.⁵

3. 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 Steering Committee and make a disbursement, if any, in accordance with the Steering Committee's instructions.

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.

⁵ Where the Administrative Agent is also a Participating UN Organization, it will need to open its own separate ledger account and transfer funds from the Fund Account to its separate ledger account.

Section III
Implementation of the Programme

1. The implementation of the programmatic activities which the Donor assists in financing under this Arrangement will be the responsibility of the Participating UN Organizations and will be carried out by each Participating UN Organization in accordance with its own applicable regulations, rules, policies and procedures including relating to procurement. The Donor will not be directly responsible or liable for the activities of any person employed by the Participating UN Organizations or the Administrative Agent as a result of this Arrangement,
2. The Participating UN Organizations will carry out the activities for which they are responsible, in line with the budget contained in the approved programmatic document, as amended from time to time by the Steering Committee in accordance with the regulations, rules, directives and procedures applicable to it. 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, directives and procedures.
3. Indirect costs of the Participating UN Organizations recovered through programme support costs will be 7%. In accordance with the UN General Assembly resolution 62/208 (2007 Triennial Comprehensive Policy Review principle of full cost recovery), all other costs incurred by each Participating UN Organization in carrying out the activities for which it is responsible under the Fund will be recovered as direct costs.
5. The Participating UN Organizations will commence and continue to conduct operations for the programmatic activities only upon receipt of disbursements as instructed by the Steering Committee.
5. The Participating UN Organizations will not make any commitments above the budgeted amounts in approved programmatic document, as amended from time to time by the Steering Committee.
6. If unforeseen expenditures arise, the Steering Committee will submit, through the Administrative Agent, a supplementary budget to the Donor showing the further financing that will be necessary. If no such further financing is available, the activities to be carried out under the approved programmatic document may be reduced or, if necessary, terminated by the Participating UN Organizations. In no event will the Participating UN Organizations assume any liability in excess of the funds transferred from the Fund Account.
7. The Donor reserves the right to discontinue future contributions if reporting obligations are not met as set forth in this Arrangement; or if there are substantial deviations from agreed plans and budgets. If it is agreed among the Donor, the Administrative Agent and the concerned Participating UN Organization under the Arrangement that there is evidence of improper use of funds, the Participating UN Organization will use their best efforts, consistent with their regulations, rules, policies

and procedures to recover any funds misused. The Participating UN Organization will, in consultation with the Steering Committee and the Administrative Agent, credit any funds so recovered to the Fund Account or agree with the Steering Committee to use these funds for a purpose mutually agreed upon. Before withholding future contributions or requesting recovery of funds and credit to the Fund Account, the Administrative Agent, the concerned Participating UN Organization and the Donor will consult with a view to promptly resolving the matter.

8. The Participants recognize that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coercive practices. To this end, as set out in the MoU between the Administrative Agent and Participating UN Organizations regarding the Operational Aspects of the **One Fund in Kyrgyzstan**, each Participating UN Organization will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt, fraudulent, collusive or coercive practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in their Staff Regulations and Rules and the Financial Regulations and Rules, including regarding procurement.

Section IV **Equipment and Supplies**

On the termination or expiration of this Arrangement, the matter of ownership of equipment and supplies will be determined in accordance with the regulations, rules, directives and procedures applicable to such Participating UN Organization, including any agreement with the relevant host Government if applicable.

Section V **Reporting**

1. The Administrative Agent will provide the Donor and the Steering Committee with the following statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization prepared in accordance with the accounting and reporting procedures applicable to it, as set forth in the TOR:

- (a) Annual consolidated narrative progress reports, based on annual narrative progress reports received from Participating UN Organizations, to be provided no later than five months (31 May) after the end of the calendar year;
- (b) Annual consolidated financial reports, based on annual financial statements and reports, to be received from the Participating UN Organizations, as of 31 December with respect to the funds disbursed to them from the Fund Account, to be provided no later than five months (31 May) after the end of the calendar year;
- (c) Final consolidated narrative report, based on final narrative reports received from Participating 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 seven months (31 July) of the year following the financial closing of the Fund. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Fund.

- (d) Final consolidated financial report, based on certified final financial statements and final financial reports received from Participating 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 seven months (31 July) of the year following the financial closing of the Fund.

2. The Administrative Agent will provide the Donor, Steering Committee and Participating UN Organizations with the following reports on its activities as Administrative Agent:

- (a) Certified annual financial statement (“Source and Use of Funds” as defined by UNDG guidelines) to be provided no later than five months (31 May) after the end of the calendar year; and
- (b) Certified final financial statement (“Source and Use of Funds”) to be provided no later than seven months (31 July) of the year following the financial closing of the Fund.

3. Consolidated reports and related documents will be posted on the websites of the UN in [country] [website URL] and the Administrative Agent (www.undp.org/mdtf).

Section VI **Monitoring and Evaluation**

1. Monitoring and evaluation of the Fund including, as necessary and appropriate, joint evaluation by the Participating UN Organizations, the Administrative Agent, the Donor, the host Government and other partners will be undertaken in accordance with the TOR.

2. The Donor, the Administrative Agent and the Participating UN Organizations will hold annual consultations as appropriate to review the status of the Fund.

Section VII **Joint Communication**

1. Information given to the press, to the beneficiaries of the Fund, all related publicity material, official notices, reports and publications, will acknowledge the role of the Government of **Kyrgyzstan**, the donors, the Participating UN Organizations, the Administrative Agent and any other relevant entities.

2. The Administrative Agent in consultation with the Participating 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, associated external evaluations are posted, where appropriate, for public information on the websites of the UN in **Kyrgyzstan** [website URL] and the Administrative Agent (<http://mdtf.undp.org>). Such reports and documents may include Steering Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.

Section VIII **Expiration, Modification and Termination**

1. The Administrative Agent will notify the Donor when it has received notice from all Participating UN Organizations that the activities for which they are responsible under the approved programmatic document have been completed. The date of the last notification received from a Participating UN Organization will be deemed to be the date of expiration of this Arrangement, subject to the continuance in force of paragraph 4 below for the purposes therein stated.

2. This Arrangement may be modified only by written agreement between the Participants.

3. This Arrangement may be terminated by either Participant on thirty (30) days of a written notice to the other Participants, subject to the continuance in force of paragraph 4 below for the purpose therein stated.

4. Commitments assumed by the Donor and the Administrative Agent under this Arrangement will survive the expiration or termination of this Arrangement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Participants hereto and the Participating UN Organizations and the settlement of contractual liabilities required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the Fund Account or in the individual Participating UN Organizations' separate ledger accounts upon winding up 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 Steering Committee.

Section IX **Notices**

1. Any action required or permitted to be taken under this Arrangement may be taken on behalf of the Donor, by _____ or his or her designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator, Multi-Donor Trust Fund (MDTF) Office or his designated representative.

2. Any notice or request required or permitted to be given or made in this Arrangement 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 Donor:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Electronic mail: _____

For the Administrative Agent:

Name: Bisrat Aklilu

Title: Executive Coordinator, MDTF Office, UNDP

Address: 730 Third Avenue, 20th Floor, New York, NY 10017, USA

Telephone: +1 212 906 6880

Facsimile: +1 212 906 6990

Electronic mail: bisrat.aklilu@undp.org

Section X
Entry into Effect

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

[If the Donor is a Government, use the following:]

Section XI
Settlement of Disputes

[1. Any dispute arising out of the Donor's Contribution to the Fund will be resolved amicably through dialogue among the Donor, the Administrative Agent and the concerned Participating UN Organization.]

**[Section XII
Privileges and Immunities]**

[1. Nothing in this Standard Administrative Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, the Administrative Agent, or each Participating UN Organization.]

[If the Donor is not a Government, use the following:]

**Section XI
Settlement of disputes**

[1. Amicable settlement. The Participants will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Standard Administrative Arrangement or the breach, termination or invalidity thereof. Where the Participants wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Participants.]

[2. Arbitration. Any dispute, controversy or claim between the Participants arising out of this Standard Administrative Arrangement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one party of the other party's written request for such amicable settlement, will be referred by either party to arbitration before a single arbitrator in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal will have no authority to award punitive damages. The Participants will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.]

**[Section XII
Privileges and Immunities]**

[1. Nothing in this Standard Administrative Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, the Administrative Agent, or each Participating UN Organization.]

IN WITNESS WHEREOF, the undersigned, being duly authorized by the respective Participants, have signed the present Arrangement in English in two copies.

For the Donor:

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

For the Administrative Agent:

Signature: _____

Name: Bisrat Aklilu

Title: Executive Coordinator

Place: _____

Date: _____

The present Arrangement has been signed in the presence of:

Signature: _____

Name: _____

Title: UN Resident Coordinator in Kyrgyzstan

Place: _____

Date: _____]

ANNEX A: Terms of Reference

ANNEX B: Schedule of Payments