MEMORANDUM OF UNDERSTANDING (MOU)

FOR THE UNDG HAITI RECONSTRUCTON FUND (UNDG HRF)

AS A PART OF

THE HAITI RECONSTRUCTON FUND (HRF)

Memorandum of Understanding between Participating UN Organizations¹ and the United Nations Development Programme regarding the Operational Aspects of a UNDG Haiti Reconstruction Fund (UNDG HRF) in Haiti

WHEREAS, the Participating United Nations Organizations signing this Memorandum of Understanding (hereinafter referred to collectively as the "<u>Participating</u> <u>UN Organizations</u>") have agreed to support the Government of Haiti (GoH) with timecritical recovery, reconstruction and development interventions, within the framework of the GoH's Action Plan for National Recovery and Development (hereinafter referred to as the "<u>Recovery Plan</u>") dated March 2010;

WHEREAS, the GoH has established a Haiti Reconstruction Fund (HRF) as a Financial Intermediary Fund to finance the Recovery Plan and has selected the International Development Association (IDA) to be the Trustee to receive contributions from Donors to the HRF (hereafter referred to as "Fiscal Agent") and transfer approved allocations to the Inter-American Development Bank (IADB), the United Nations Development Programme (UNDP) through its Multi-Donor Trust Fund Office (MDTF Office) acting as the Administrative Agent on behalf of the Participating UN Organizations of the HRF, and the IDA as the HRF Partner Entities (hereinafter referred to collectively as "Partner Entities"); as more fully described in the HRF Framework Document, a copy of which is attached hereto as ANNEX A;

WHEREAS, the GoH has established a Steering Committee as the governing body of the HRF (hereafter referred to as "Steering Committee") with responsibilities, among others, for (i) providing oversight and exercising accountability of the HRF; (ii) approving the HRF strategy and key policies and providing strategic guidance; and (iii) approving or endorsing specific HRF programmes or projects and funding allocations proposed by the Partner Entities or designating the Partner Entities that will be responsible for administering specific HRF activities; and (iv) reviewing overall progress of HRF operations including periodic progress and financial reports of the Partner Entities; and (v) ensuring coherence and synergy between the activities of the Partner Entities.

WHEREAS, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with the GoH, the Partner Entities and Donors who wish to support the implementation of the HRF through a single channel provided by the United Nations Development Group Haiti Reconstruction Fund (UNDG HRF) starting in May 2010 and ending on June 30, 2017 (hereinafter referred to as the "<u>UNDG HRF</u>"), and have further agreed that they should offer the GoH, the Steering Committee and Donors the opportunity to receive reports on activities of the HRF implemented by the Participating UN Organizations through the UNDG HRF, as more fully described in the Terms of Reference of the UNDG HRF dated 19 April 2010, (hereinafter referred to

¹ As indicated in the signature blocks.

as the "<u>UNDG HRF TOR</u>"), as may be amended from time to time, a copy of which is attached hereto as ANNEX B;

WHEREAS, the Participating UN Organizations have established a UNDG HRF Management Committee which will be chaired by the DSRSG/RC and comprises of heads of UNDG HRF Participating UN Organizations with responsibilities, among others, for (i) reviewing and endorsing programme proposals and funding requests submitted by Participating UN Organizations that have been vetted by Programme Groups; (ii) ensuring conformity of UN operations with GoH's Recovery Plan and priorities set by the HRF Steering Committee; (iii) reviewing UN programme/project management, monitoring and evaluation, impact assessment, and implementation modalities; (iv) ensuring coordination and avoiding overlap of UNDG HRF activities with programmes of HRF Partner Entities and other HRF stakeholders; and (v) reviewing and approving the UNDG HRF consolidated annual and other UNDG HRF progress reports; and

WHEREAS, the Participating UN Organizations have further agreed to ask the UNDP (which is also a Participating UN Organization in connection with the UNDG HRF) to serve, through its Multi-Donor Trust Fund Office (MDTF Office), as the administrative interface between the Fiscal Agent and the Participating UN Organizations and for these purposes the UNDP has agreed to do so in accordance with this Memorandum of Understanding.

NOW, THEREFORE, the Participating UN Organizations and the UNDP (hereinafter referred to collectively as the "<u>Participants</u>") hereby agree as follows:

<u>Section I</u> Appointment of Administrative Agent; its Status, Duties and Fee

1. The Participating UN Organizations hereby appoint the UNDP to serve, through its MDTF Office, as their Administrative Agent (hereinafter referred to as the "<u>Administrative Agent</u>") in connection with the UNDG HRF, in accordance with the terms and conditions set out in this Memorandum of Understanding. The Administrative Agent accepts this appointment on the understanding that the Participating UN Organizations assume full programmatic and financial accountability for the UNDG HRF 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. On behalf of the Participating UN Organizations, the Administrative Agent will:
 - (a) Receive, through the Fiscal Agent, HRF allocations approved by the Steering Committee to the UNDG HRF for utilization by the Participating UN Organizations;
 - (b) Administer such funds received, in accordance with this Memorandum of Understanding including the provisions relating to winding up the UNDG HRF Account and related matters;

- (c) Subject to availability of funds, disburse such funds to each of the Participating UN Organizations in accordance with programmes endorsed by the UNDG HRF Management Committee and subsequently approved by the HRF Steering Committee, taking into account the budget set out in the approved programmatic document², as amended in writing from time to time by the HRF Steering Committee ;
- (d) Consolidate statements and reports, based on submissions provided to the Administrative Agent by the relevant Programme Groups composed of Participating UN Organizations, and provide these to the HRF Steering Committee and Donors that have contributed to the HRF as set forth in the UNDG HRF TOR;
- (e) Provide final reporting, including notification that the UNDG HRF has been fully expended or has been wound up in accordance with the UNDG HRF TOR, in accordance with Section IV below;
- (f) Disburse funds to any Participating UN Organization for any additional costs of the task that the Steering Committee may decide to allocate (as referred to in Section I, Paragraph 3) in accordance with the UNDG HRF TOR.

3. The UNDG HRF Management Committee may request any of the Participating UN Organizations, to perform additional tasks in support of the HRF Steering Committee and/or the UNDG HRF Management Committee 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 approval of the Steering Committee be charged to the UNDG HRF as direct costs.

4. The Administrative Agent will enter into a Transfer Agreement3, (hereinafter referred to as a "<u>Transfer Agreement</u>"), with the Fiscal Agent. The Administrative Agent will not agree with the Fiscal Agent to amend the terms of the Transfer Agreement without prior written agreement of the Participating UN Organizations. The Administrative Agent will ensure the posting of a copy of the standard Transfer Agreement it enters into with the Fiscal Agent, as well as information on contributions, on the website of the Administrative Agent (<u>http://mdtf.undp.org</u>), the HRF website as well as the website of the UN in Haiti, as appropriate.

5. None of the Participating UN Organizations will be responsible for the acts or omissions of the Administrative Agent or its personnel, or of persons performing services on its behalf, except in regard to its respective contributory acts or omissions. With respect to contributory acts or omissions of the Participating UN Organizations, the

² 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.

³ The draft Transfer Agreement is attached hereto as ANNEX C and will be replaced by the final and signed copy.

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 or the Fiscal Agent will not be directly responsible for the activities of any person employed by the Participating UN Organizations or the Administrative Agent 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 received from the Fiscal Agent, to meet the Administrative Agent's costs of performing the Administrative Agent's functions described in this Memorandum of Understanding.

7. The Administrative Agent will ensure that a clear delineation, including distinct reporting lines and an accountability framework is established and maintained within UNDP between its functions as an Administrative Agent and its functions as a Participating UN Organization.

<u>Section II</u> <u>Financial Matters</u>

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 from the Fiscal Agent pursuant to the Transfer Agreement (hereinafter, the "<u>UNDG HRF Account</u>"). The UNDG HRF 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 UNDG HRF 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.

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

3. Subject to the availability of funds, the Administrative Agent will make disbursements from the UNDG HRF Account based on instructions from the Steering Committee, in line with the budget set forth in the programmatic document, as amended from time to time by the Steering Committee. 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 three (3) to five (5) business days after receipt of the relevant approved programmatic document, in accordance with the instructions received from the Steering Committee in line with the UNDG HRF 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 Participating UN Organization through wire transfer. Each Participating UN Organization will advise the Administrative Agent in writing of the bank account for transfers pursuant to this Memorandum of Understanding. When making a transfer to a Participating UN

Organization, the Administrative Agent will notify that Participating UN Organization's Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from the UNDP MDTF Office in respect of the HRF in Haiti pursuant to this Memorandum of Understanding.

5. Where the balance in the UNDG HRF 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.

The Participating UN Organizations

6. 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 by the Administrative Agent from the UNDG HRF Account. 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 concerned.

7. Each Participating UN Organization will use the funds disbursed to it by the Administrative Agent from the UNDG HRF Account to carry out the activities for which it is responsible as set out in the approved programmatic document, as well as for its indirect costs. 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. The Participating UN Organizations will not make any commitments above the approved budget in the approved programmatic document, as amended from time to time by the Steering Committee. If there is a need to exceed the budgeted amount, the Participating UN Organization concerned will submit a supplementary budget request to the UNDG HRF Management Committee for endorsement before its submission to the Steering Committee.

8. 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 UNDG HRF will be recovered as direct costs.

<u>Section III</u> <u>Activities of the Participating UN Organizations</u>

1. The implementation of the programmatic activities will be the responsibility of the Participating UN Organizations and will be carried out by each Participating UN Organization in accordance with its applicable regulations, rules, directives and procedures. On the termination or expiration of this Memorandum of Understanding, the matter of ownership of supplies and equipment will be determined in accordance with the regulations, rules, directives and procedures applicable to such Participating UN Organizations, including, where applicable, any agreement with the GoH.

2. Any modifications to scope of the approved programmatic document, including as to their nature, content, sequencing or the duration thereof will be subject to mutual agreement in writing between the relevant Participating UN Organization and the UNDG Management Committee and the Steering Committee. The Participating UN Organization will promptly notify the Administrative Agent, of any change in the budget as set out in the programmatic document.

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

4. In carrying out their programmatic activities, none of the Participating UN Organizations will be considered as an agent of any of the others and, thus, the personnel of one will not be considered as staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, none of the Participating UN Organizations will be liable for the acts or omissions of the other Participating UN Organizations or their personnel, or of persons performing services on their behalf.

5. Each Participating UN Organization will advise the Administrative Agent in writing when all activities for which it is responsible under the approved programmatic document have been completed.

6. The Participating UN Organizations recognize that the Steering Committee may ask the Fiscal Agent to withhold disbursements on the Transfer Agreement if reporting obligations are not met as set forth in this MOU annexed to the Transfer Agreement; or if there are substantial deviations from agreed plans and budgets. If it is agreed among the Fiscal Agent, the Steering Committee, the Partner Entity and the concerned Participating UN Organization that there is evidence of improper use of funds, the concerned Participating UN Organization will use its best efforts, consistent with its 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 UNDG HRF 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 UNDG HRF Account, the Administrative Agent, the concerned Participating UN Organization, the Steering Committee and the Donors will consult with a view to promptly resolving the matter.

7. The Participating UN Organizations recognize that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coercive practices. To this end, each Participating UN Organization will maintain standards of conduct that govern the performance of their 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 Financial Regulations and Rules, including regarding procurement. In the event that a Participating UN Organization determines that an allegation in relation to the implementation of activities – including that corrupt, fraudulent, collusive or coercive practices may have taken place – is credible enough to warrant an investigation, it will promptly notify the UNDG HRF Management Committee, the HRF Steering Committee and the Administrative Agent, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with in accordance with the Participating UN Organization's accountability and oversight framework and by the Participating UN Organization will inform the UNDG HRF Management Committee, the Steering Committee, the Steering Committee and the Administrative Agent and the Administrative Agent will inform the UNDG HRF Management Committee, the Steering Committee and the Administration of the investigation.

8. As an exceptional measure, particularly during the start up phase of the UNDG HRF, subject to conformity with their financial regulations, rules and directives, Participating UN Organizations may elect to start implementation of programmatic activities in advance of receipt of initial or subsequent transfers from the UNDG HRF Account by using their own resources. Such advance activities will be undertaken in agreement with the Steering Committee on the basis of funds it has allocated or approved for implementation for the particular Participating UN Organizations following receipt by the Administrative Agent of an official commitment form or a Transfer Agreement signed by the Fiscal Agent. Participating UN Organizations will be solely responsible for decisions to initiate such advance activities or other activities outside the parameters set forth above.

Section IV Reporting

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

- (a) Annual narrative progress reports, to be provided no later than three months (31 March) after the end of the calendar year;
- (b) Annual financial statements and reports as of 31 December with respect to the funds disbursed to it from the UNDG HRF Account, to be provided no later than four months (30 April) after the end of the calendar year;
- (c) Final narrative reports, 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 four months (30 April) of the year following the financial closing of the UNDG HRF. The final report will give a summary of results and achievements compared to the goals and objectives of the UNDG HRF; and

(d) Certified final financial statements and final financial reports 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) of the year following the financial closing of the UNDG HRF.

2. The Administrative Agent will prepare consolidated narrative progress and financial reports, based on the reports referred to in paragraph 1 (a) to (d) above, and will provide those consolidated reports to the UNDG HRF Management Committee, the Steering Committee and Donors that have contributed to the HRF, as set forth in the UNDG HRF TOR.

3. The Administrative Agent will also provide the Fiscal Agent, the UNDG HRF Management Committee, the Steering Committee and Participating UN Organizations 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 seven months (31 July) of the year following the financial closing of the UNDG HRF.

4. Consolidated reports and related documents will be posted on the websites of the UN in Haiti, the HRF and the Administrative Agent (http://mdtf.undp.org).

Section V Monitoring and Evaluation

1. Monitoring and evaluation of the UNDG HRF will be undertaken in accordance with the provisions contained in the UNDG HRF TOR, which are consistent with the respective regulations, rules and procedures of the Participating UN Organizations.

2. The Steering Committee, Donors, Partner Entities, the Administrative Agent and the Participating UN Organizations will hold annual consultations, as appropriate, to review the status of the UNDG HRF.

<u>Section VI</u> <u>Audit</u>

1. The Administrative Agent and Participating UN Organizations will be audited in accordance with their own Financial Regulations and Rules and in accordance with the Framework for auditing multi-donor trust funds which has been agreed to by the Internal Audit Services of Participating UN Organizations and endorsed by the UNDG in September 2007.

Section VII Joint Communication

1. Each Participating UN Organization will take appropriate measures to publicize the UNDG HRF and to give due credit to the other Participating UN Organizations. Information given to the press, to the beneficiaries of the UNDG HRF, all related publicity material, official notices, reports and publications, will acknowledge the role of the GoH, the Donors, 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 GoH, each Participating UN Organization and national partners in all external communications relating to the UNDG HRF.

2. The Administrative Agent in consultation with the Participating UN Organizations will ensure that decisions regarding the review and approval of the UNDG HRF as well as periodic reports on the progress of implementation of the UNDG HRF, associated external evaluation are posted, where appropriate, for public information on the websites of the UN in Haiti 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.

<u>Section VIII</u> Expiration, Modification and Termination

1. This Memorandum of Understanding will expire upon winding up of the UNDG HRF, subject to the continuance in force of paragraph 5 below for the purposes therein stated.

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

3. Any of the Participating UN Organizations may withdraw from this Memorandum of Understanding upon giving thirty (30) days' written notice to all other Participants 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 mutual agreement of all Participating UN Organizations (on the other hand) on thirty (30) days' written notice to the other party, subject to the continuance in force of paragraph 5 below for the purpose therein stated. In the event of such termination, the 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 withdrawing or terminating Participants under this Memorandum of Understanding will survive the expiration or termination of this Memorandum of Understanding or the termination of the Administrative Agent or withdrawal of a Participating UN Organization to the extent necessary to permit the orderly conclusion of the activities and the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Participants hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the UNDG HRF Account or in the individual Participating UN Organizations' separate ledger accounts upon winding up of the UNDG HRF will be used for a purpose mutually agreed upon or returned to the Fiscal Agent as agreed upon between the UNDG HRF Management Committee and the 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 a Participating UN Organization by the head of office in Haiti (**if applicable**), 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 party to which it is required to be given or made, at such party's address specified in ANNEX D to this Memorandum of Understanding or at such other address as the party will have specified in writing to the party giving such notice or making such request.

<u>Section X</u> Entry into Effect

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

Section XI Settlement of Disputes

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

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

For the Administrative Agent **UNDP MDTF Office**

Signature: (signed) Name: Bisrat Aklilu Title: Executive Coordinator,

UNDP MDTF Office Place: New York Date: 4 May 2010

For Participating UN Organization [UNWTO] Signature: (signed) Name: Taleb Rifai Title: Secretary-General, World Tourism Organization (UNWTO) Place: Madrid, Spain Date: 7 May 2010

For Participating UN Organization [WFP] Signature: (signed) Name: Terri Toyota Title: Director, Government Donor Relations Division Place: Rome, Italy Date: 18 May 2010 For Participating UN Organization [UNESCO] Signature: (signed) Name: Akio Arata Title: Director – Division of Cooperation with Extrabudgetary Funding Source Place: 7 Place de Fontenoy – 75007 Paris

Date: 4 May 2010

For Participating UN Organization [UNIFEM] Signature: (signed) Name: Moez Doraid (OIC)

Title: Deputy Executive Director OBDS Place: New York Date: 11 May 2010

For Participating UN Organization [UNFPA] Signature: (signed) Name: Igor Box

Title: Representative Place: Port-au-Prince Date: 25 May 2010 For Participating UN Organization [UNICEF] Signature: (signed) Name: Françoise Gruloos Ackermans Title: Representative, UNICEF Haiti Place: Port-au-Prince Date: 25 May 2010

For Participating UN Organization [FAO] Signature: (signed) Name: Ari Toubo Ibrahim Title: FAO Representative in Haiti Place: Port-au-Prince Date: 28 May 2010

For Participating UN Organization [UNDP]

Signature: (signed) Name: Jessica Faieta Title: UNDP Senior Country Director Place: Port-au-Prince Date: 21 June 2010

For Participating UN Organization [UNIDO]

Signature: (signed) Name: Kandeh Yumkella Title: Director General UNIDO Place: Vienna (Austria) Date: 25 June 2010

For Participating UN Organization [UNEP] Signature: (signed) Name: Achim Steiner Title: Executive Director Place: Nairobi, Kenya Date: _____ For Participating UN Organization [UN-Habitat] Signature: (signed) Name: Antoine King Title: Director, PSD Place: Nairobi, Kenya Date: 26 May 2010

For Participating UN Organization [ILO] Signature: (signed) Name: Alette van Leur Title: Director, PARDEV Place: Geneva Date: 8 June 2010

For Participating UN Organization [WHO] Signature:(signed) Name: Namita Pradhan Title: Assistant Director-General Place: Geneva Date: 25 June 2010

For Participating UN Organization [UNCDF] Signature:(signed) Name: David Morrison Title: Executive Secretary Place: New York

Date: 22 October 2010

For Participating UN Organization [name]

Signature: _		
Name:		
Title:		
Place:	 	
Date:		

<u>ANNEX B</u>: Terms of Reference of the UNDG Haiti Reconstruction Fund (UNDG HRF)

<u>ANNEX C</u>: Transfer Agreement between the IDA as HRF Fiscal Agent and UNDP as HRF Partner Entity and UNDG HRF Administrative Agent

ANNEX D: Notices

ANNEX D

NOTICES

For the Administrative Agent: Name: Bisrat Aklilu Title: Executive Coordinator, MDTF Office Address: 828 Second Avenue, New York, NY 10017, USA Telephone: +1 212 906 6880 Facsimile: +1 212 906 6990 Electronic mail: bisrat.aklilu@undp.org

For Participating UN Organization World Tourism Organization [UNWTO] Name: Mr.Samiti Siv Title: Programme Officer Address: Capitán Haya, 42, Madrid, Spain, 28020 Telephone: +34 91 567 81 00 Facsimile: +34 91 571 37 33 Electronic mail:ssiv@unwto.org

For Participating UN Organization [*ILO*] Name: Alette van Leur

Title: Director, Partnership and Development Cooperation Department Address: ILO, 4 route de Morillons, CH-1211 Geneva 22 Telephone: +41 022 799 7938 Facsimile: +41 022 799 6668 Electronic mail:vanleur@ilo.org

For Participating UN Organization [UNEP]

Name: Achim Steiner Title: Executive Director Address: P.O. Box 30552 – Nairobi, Kenya Telephone: (254 20) 7623386 Facsimile: (254 20) 7624275 Electronic mail: executiveoffice@unep.org

For Participating UN Organization [name] Name: _____ Title: _______Address: ______ For Participating UN Organization [UNESCO] Name: Shantha RETNASINGAM__ Title: Chief of Section – (Division of Cooperation with Extrabudgetary Funding Sources) – Section for Multilateral and Private funding Sources Address: 7 Place de Fontenoy – 75007 Paris Telephone: +33 1 45 68 22 79 Facsimile: +33 1 45 68 55 07 Electronic mail: s.retnasingam@unesco.org

For Participating UN Organization [World Food Programme] Name: Terri Toyota Title: Director, Government Donor Relations Division Address: Via C.G.Viola 68/70, Paro dei Medici, 00148, Rome, Italy Telephone: +39 06 651 32501 Facsimile: +39 06 651 32071 Electronic mail:terri.toyota@wfp.org

For Participating UN Organization [UNCDF] Name: David Morrison Title: Executive Secretary Address: Two UN Plaza 26th Floor Telephone: +212 906 6119 Facsimile: +212 906 6929 Electronic mail:morrison@uncdf.org

For Participating UN Organization [name] Name: ______ Title: ______ Address: ______ Telephone: ______ Facsimile: ______ Electronic mail: ______

For Participating UN Organization	п
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Name:	
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