**‘Delivering Results Together’ Fund (DRT Fund)**

**Arrangement** **between**

**[Enter Donor]**

**and**

**the United Nations Development Programme**

**WHEREAS,** the UN and its Agencies, Funds, Programmes and other entities comprising the United Nations Development Group (UNDG) have developed the ‘Delivering Results Together’ Fund (hereinafter referred to as the “ DRT Fund”) starting on 1 December 2013 and ending on 31 December 2016, as more fully described in the Terms of Reference of the DRT 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 “DRT Fund Steering Committee”) to facilitate the effective and efficient collaboration within the UNDG for the implementation of the DRT Fund;

**WHEREAS,** the UN and its Agencies, Funds, Programmes and other entities comprising the UNDG, through those UN Agencies, Funds and Programmes and other entities representing them on the DRT Fund Steering Committee, (the “UN Agencies”), have requested the Multi-Partner Trust Fund Office of the United Nations Development Programme (“MPTF-O”) (hereinafter referred to as the “Fund Administrator”) to serve as the administrative interface with the donors to the DRT Fund for these purposes, through an established 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 DRT Fund (hereinafter referred to as the “Fund Account”); and

**WHEREAS**, the [enter donor] (hereinafter referred to as the “Donor”), expressed its commitment to the proposed DRT Fund based on the experience gained through the Expanded ‘Delivering as One’ Funding Window for the Achievement of the MDGs supporting UN Country Teams, and the 2012 Quadrennial Comprehensive Policy Review (QCPR) resolution serving as the DRT Fund primary mandate,

**WHEREAS**, the establishment of this DRT Fund, to be managed by the DRT Fund Steering Committee with the Development Operations Coordination Office (DOCO) as the Secretariat (hereinafter referred to as the “Secretariat”), represents a strategic partnership between the Donor and the UN Organizations of the UNDG. UNDP through its MPTF-O providing administrative interface support through its role as Fund Administrator further supports this partnership on behalf of the UN Agencies,

**NOW, THEREFORE**, the Signatories hereto agree as follows:

**I. Purpose**

The purpose of the DRT Fund is to make a contribution to the effective achievement of sustainable development results under One Programmes in line with national priorities in selected Delivering as One countries.

**II. Governance**

The Fund Administrator will administer the DRT Fund in accordance with the applicable UNDP Financial Regulations and Rules, policies and procedures.

The DRT Fund Steering Committee as described in the ‘Delivering Results Together’ Fund Programme Document dated 5 December 2013 will make all final decisions regarding the allocations to respective One Programmes and One Funds that shall be financed through the DRT Fund, as well as with respect to the recovery of the direct costs of the Fund Administrator and the Secretariat.

UNDP, through its MPTF Office as Fund Administrator, will not be responsible or liable for the decisions of the UN Agencies, DRT Steering Committee and the Secretariat, nor with respect to activities financed by and funds disbursed from the DRT Fund as a result of this Arrangement.’

**III. Contribution**

The Donor is in principle committed to provide multi-year support for the DRT Fund for the period 2013-2016, and has decided to contribute an initial amount of  [enter amount in numbers] (enter amount if words) (“the Contribution”) in 2013 to be used exclusively to finance the activities of the DRT Fund. The amount of the support in subsequent years will be defined through addendums to this arrangement.

In addition to the contribution specified above, the balance of the last Norwegian contribution to the EFW funding in the amount of [enter amount in figures] which will be transferred to the DRT Fund, shall be subject to the rules, policies and procedures specified in this agreement.

Upon signature by both Signatories of this Arrangement, the Donor will deposit the contribution by wire transfer in accordance with the schedule of payments set out in ANNEX 1 to this Arrangement, in convertible currencies of unrestricted use, into UNDP’s bank account held at:

Name of Account:  UNDP Multi-Partner Trust Fund Office (USD) Account

Account Number: 36349626

Name of Bank: Citibank, N.A.

Address of Bank: 111 Wall Street

New York, New York 10043

SWIFT Code:  CITIUS33

ABA:  021000089

Reference: Delivering Results Together Fund Account (DRT Fund)

The MPTF-O will promptly acknowledge receipt of the funds in writing upon identification. The date of receipt shall be stated as well as the USD equivalent of the amount received.

The interest income on the contribution for the DRT Fund will be recorded to the DRT Fund and be available for the purposes of the DRT Fund to be determined by the DRT Fund Steering Committee.

This Contribution will be subject to the provisions of the DRT Fund arrangement and will be allocated by the DRT Fund Steering Committee to the One Funds to advance “Delivering as one” in support of national development priorities. Based on the decision of the DRT Fund Steering Committee to this end, the DRT Steering Committee will direct the MPTF-O to transfer specified amount of funds from the DRT to the respective Administrative Agent of each individual One Fund selected by the DRT Steering Committee for funding,. Each One Fund receiving resources from the DRT Fund will be administered and governed in accordance with its respective legal framework.

The initial US dollar value of the Contribution will be determined at the time of conversion based on the United Nations operational rate of exchange in effect on the date of payment. All financial accounts and statements will be expressed in United States dollars.

The DRT Fund Steering Committee shall ensure that prior to the funding of any One Fund; the legal framework for such One Fund shall provide that the Participating UN Organization receiving the funds under each One Fund 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 UNDG Standard Memorandum of Understanding (MOU) between the respective Administrative Agent and Participating UN Organizations regarding the Operational Aspects of the ‘One Fund’, 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.

The Donor reserves the right to discontinue future contributions if reporting commitments are not met as set forth in this Arrangement; or if there are substantial deviations from the DRT Fund Programme Document and Terms of Reference as set forth in this arrangement and its annexes. Further, the DRT Fund Steering Committee shall ensure that prior to the funding of any One Fund, the legal framework for such One Fund shall provide that, if it is agreed among the donor(s), the Administrative Agent and the concerned Participating UN Organization under the Administrative Arrangement that there is evidence of improper use of funds, the 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 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.

**IV. Accountability**

The Fund Administrator will be accountable for holding the funds until such time that the DRT Fund Steering Committee directs it to disburse certain specified amounts to certain individual ‘One Funds’ selected by it for financing from the DRT Fund.

As a condition for receipt of any funding from the DRT Fund, the Administrative Agent for each such One Fund will conclude a Standard Administrative Arrangement with the Fund Administrator on behalf of the UN Agencies and the DRT Steering Committee.

**V. Financial Arrangements**

The Donor recognizes and agrees that each Participating UN Organization receiving resources under the One Fund(s) selected for financing from the DRT Fund by the DRT Steering Committee, will be entitled to deduct its indirect costs from the funds so received, which may include the Contribution, in accordance with the Standard Memorandum of Understanding for such One Fund (the template for which is attached hereto as Annex 3).

The Fund Administrator and the Secretariat will charge their direct overall management and administration costs for the Fund according to UNDP Financial Regulations and Rules, and as per the annual budget plan approved by the DRT Fund Steering Committee, and after consultation with the Consultative Group.

The DRT Fund Steering Committee will decide on the use of any unutilized balance of the DRT Fund. Any balance remaining in the DRT Fund Account upon winding up of the DRT 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 agreed upon by the donors and the DRT Fund Steering Committee.

Any balance remaining in the individual One Fund account at country level upon winding up of the One Fund will be used for a purpose mutually agreed upon by the donors and the One Fund Steering Committee, or returned to the Donor(s), with the exception for the DRT Fund, in proportion to their contribution to the Fund. No balance of Funds will be returned to the DRT Fund.

Interest accrued will be redeployed to the resources of the Fund for purposes to be determined by the DRT Fund Steering Committee.

**VI. Audit**

The DRT Fund will be subject to the external and internal audit requirements in accordance with the rules and regulations of UNDP.

The Donor recognizes and agrees that activities carried out by the Participating UN Organizations receiving funding under the One Fund(s) selected for financing will be subject to internal and external audit as articulated in their applicable Financial Regulations and Rules. The Donor further recognizes and agrees that in accordance with the Standard Memorandum of Understanding, the Participating UN Organizations will inform the respective Administrative Agent, who in turn will inform the One Fund Steering Committee at country level, of allegations of fraud or maladministration and progress in investigating and resolving them; and that the Administrative Agent of the respective One Fund will then notify the DRT Fund Steering Committee, through the Fund Administrator, of allegations of fraud or maladministration and progress in investigating and resolving them.

**VII. Reporting**

With respect to all contributions disbursed from the DRT Fund Steering Committee Financial and Narrative Reports, which, with the support of the Secretariat, will provide to the DRT Fund Donors the following

1. Annual consolidated narrative report on the progress against the agreed indicators. The report shall cover the previous 12-month implementation period and be provided to the DRT Fund Steering Committee for subsequent submission to the Donors no later than five months (31 May) after the end of the calendar year.
2. Final narrative report, containing a summary of the results and achievements compared to the goals and objectives of the DRT Fund. This report will mark the operational closure of the DRT Fund and shall be provided no later than 24 months after the last allocation from the DRT Fund to the One Funds was disbursed by the Fund Administrator.
3. Certified annual financial statement (“Source and Use of Funds”), as prepared by the Fund Administrator, to be provided no later than five months (31 May) after the end of the calendar year; and
4. Certified final financial statement (“Source and Use of Funds”), as prepared by the Fund Administrator, to be provided no later than seven months (31 July) of the year following the financial closing of the DRT Fund.

In addition, the Fund Administrator will inform the DRT Fund Donors and Steering Committee of the availability of the individual consolidated annual narrative progress[[1]](#footnote-1) and financial reports in accordance with the reporting requirements outlined in the Standard Administrative Arrangement for the One Funds.

**VIII. Monitoring and Evaluation**

Annual review meetings will be undertaken under the leadership of the DRT Fund Steering Committee, tentatively no later than 30 June with the participation of both donor and programme countries to assess the overall progress made against the agreed DRT Fund indicators and the funding situation.

A final evaluation of the DRT Fund will be undertaken in line with the DRT Fund programme document. The evaluation will focus on assessing the contribution of the agreed outputs of the DRT Fund towards the outcome and the respective indicators including the assessment of the financial situation and recommend future direction.

The Parties recognize and agree that, in addition, monitoring and evaluation of the ‘One Funds’ selected by the DRT Steering Committee for financing, including, as necessary and appropriate, joint evaluation by the Participating UN Organizations, the Administrative Agent of the respective One Fund, the Donor, the host Government (if applicable) and other partners will be undertaken in accordance with the respective Standard Memorandum of Understanding for each selected ‘One Fund’.

**IX. Joint Communication**

Information given to the press, to the beneficiaries of the DRT Fund, all related publicity material, official notices, reports and publications, will acknowledge the role of the Donor, the Participating UN Organizations, and any other relevant participants.

The Secretariat will ensure that decisions regarding the approval of the DRT Fund resources as well as periodic reports on the progress of implementation of the DRT Fund, including associated reviews and external evaluations are posted, where appropriate, for public information on the DRT Fund webpage of the UNDG website ([www.undg.org](http://www.undg.org)).

The Fund Administrator will ensure that all financial information related to the administration of the DRT Fund at global level is available, where appropriate, for public information on its website (<http://mptf.undp.org>).

**X. Modification and termination of the Arrangement**

This Arrangement may be modified only by written arrangement between the Signatories. Either signatory may terminate this Arrangement upon written notice of thirty days to the other Signatory. The Fund Administrator may terminate this Arrangement upon the decision by the DRT fund Steering Committee. In the event of termination, the Signatories will decide on steps to bring the activities financed hereunder to a prompt and orderly conclusion.

**XI. Dispute Settlement**

Any dispute or controversy arising out of this Arrangement will be resolved amicably through consultations and negotiations between the Donor, the DRT Fund Steering Committee (with the support of the Fund Administrator, as relevant and related to the administrative interface activities only, and the Secretariat).

**XII. Operational Date**

The present Arrangement will come into operation upon signature by both Signatories. The Arrangement shall be signed in duplicate originals, in the English languages, with each being equally valid. The arrangement will end once all reporting obligations have been fulfilled and any balance remaining in the DRT Fund Account upon winding up of the DRT Fund will have been disposed of.

**IN WITNESS WHEREOF**, the undersigned, acting on behalf of their respective Party, in the case of MPTF-O as Fund Administrator, on behalf of the UN Agencies/DRT Fund, have signed the present Arrangement.

**For the Donor:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**For the United Nations Development Programme:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Jennifer Topping Date**

Executive Coordinator,

Multi-Partner Trust Fund Office, UNDP

Annex 1: Tentative Schedule of Payments

Annex 2: Delivering Results Together Programme Document

Annex 3: DRT Fund Terms of Reference

Annex 4: Standard Memorandum of Understanding

Annex 5: Standard Administrative Arrangement

Annex 1: Tentative Schedule of Payments

**TENTATIVE SCHEDULE OF PAYMENTS**

Schedule of Payments:

Total Amount: [enter amount]

Upon Signature [enter amount]

Subsequent payment [enter amount] [enter date]

Subsequent payment [enter amount] [enter date]

1. The One UN Country Results report will replace the One Programme/One Fund consolidated narrative progress and financial report, once approved by the UNDG. [↑](#footnote-ref-1)