

**Standard Administrative Arrangement
between
the Danish International Development Assistance (Danida)
and
the United Nations Development Programme**

WHEREAS, United Nations Capital Development Fund (UNCDF) and United Nations Development Programme (UNDP) (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a joint programme (hereinafter referred to as the “Joint Programme”) as part of their respective development cooperation with the **Government of Bangladesh**, as more fully described in the detailed Joint Programme Document “**Local Governance Support Programme – Learning and Innovation Component (LGSP-LIC)**” (hereinafter referred to as the “Joint Programme Document”¹), dated **17 September 2007** a copy of which is attached hereto as **ANNEX A**, and have agreed to establish a coordination mechanism (hereinafter referred to as the “Joint Programme Steering Committee”) ² to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Joint Programme;

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 Joint Programme and have developed a Joint Programme Document to use as the basis for mobilising resources for the Joint Programme, and have further agreed that they should offer donors the opportunity to fund the Joint Programme and receive reports on the Joint Programme through a single channel;

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 this Joint Programme) in a Memorandum of Understanding (MOU) concluded between the Resident Coordinator, the Administrative Agent and Participating UN Organizations on _____, to serve as their administrative interface between donors and the Participating UN Organizations for these purposes and 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 Joint Programme through the Administrative Agent (hereinafter, the “Joint Programme Account”); and

WHEREAS, the **Danish International Development Assistance (Danida)** (hereinafter referred to as the “Donor”) wishes to provide financial support to the Joint Programme on the basis of the Joint Programme Document as part of its development cooperation with

¹ The Joint Programme document contains at a minimum a common work plan, a budget, the coordination and management mechanism and signatures of all Participants to the document.

² The composition of the Joint Programme Steering Committee or other body will include all the signatories to the Joint Programme Document. The Steering Committee may also include donors.

the **Government of Bangladesh under the Human Rights and Good Governance Programme, Phase II unallocated funds**, and wishes to do so through the Administrative Agent as proposed by the Participating UN Organizations.

NOW, THEREFORE, the Donor, the Resident Coordinator and the Administrative Agent (hereinafter referred to collectively as the "Participants") hereby agree as follows:

Section I
Disbursement of Funds to the Administrative Agent
and the Joint Programme Account

1. The Donor agrees to make a contribution of **Danish Kroner twelve million (DKK 12,000,000)** and such further amounts as it may decide (hereinafter referred to as the "Contribution") to support the Joint Programme. The Contribution will be a contribution to the Participating UN Organizations to support the Joint Programme in accordance with the Joint Programme Document, as amended from time to time in writing by the Joint Programme Steering Committee. The Donor authorizes the Administrative Agent to use the Contribution for the purposes of the Joint Programme and in accordance with this Standard Administrative Arrangement. The Donor acknowledges that the Contribution will be mingled with other contributions to the Joint Programme 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 any other currency than EUR:

UNDP Contributions Account
JP Morgan Chase Bank
Account 015002284
1166 Avenue of the Americas, NY, NY 10022
SWIFT: CHASUS33
Reference: **Bangladesh** Joint Programme Account

For payment in Euro:

UNDP Contributions Account
Bank of America London
Account 600862722022
5 Canada Square
London E14 5AQ England
SWIFT: BOFAGB22
IBAN: GB59 BOFA 1650 5062 7220 22
Reference: **Bangladesh** Joint Programme Account

3. When making a transfer to the Administrative Agent, the Donor will notify the Administrative Agent's Treasury Operations at contributions@undp.org, with a copy to

the Executive Coordinator of the Multi-Donor Trust Fund 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 **the Danish International Development Assistance (Danida)** in respect of the Joint Programme in **Bangladesh** pursuant to this Arrangement. The Administrative Agent will promptly acknowledge receipt of funds in writing.

4. The 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.

5. The Joint Programme 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 Joint Programme 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.

6. The Administrative Agent shall be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by the Donor, to cover the Administrative Agent's costs of performing the Administrative Agent's functions³.

7. Upon securing approval from the Joint Programme Steering Committee, the Administrative Agent may also deduct from the Joint Programme the actual costs of the staffing support as may be requested by the Joint Programme Steering Committee pursuant to Section I, paragraph 2(f) of the Memorandum of Understanding between the Resident Coordinator, the Administrative Agent and the Participating UN Organizations regarding the Operational Aspects of the Joint Programme.

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

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

1. The Administrative Agent will make disbursements from the Joint Programme Account in accordance with instructions from the Joint Programme Steering Committee, in line with the Joint Programme Document, as amended in writing from time to time by the Joint Programme Steering Committee. The Administrative Agent will promptly notify the Donor of any amendment to the budget made by the Joint Programme Steering

³ As per the JP Guidelines, in cases the contribution is less than \$2 million, the fee will be subject to a minimum floor of \$20,000; if the contribution is above \$10 million, the fee will be subject to a maximum ceiling of \$100,000. For this SAA, the AA's fee amounts to approx. \$24,340.

Committee. The disbursement to the Participating UN Organizations will consist of direct and indirect costs as set out in the Joint 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 Joint Programme 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.⁴

3. Where the balance in the Joint Programme Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Joint Programme Steering Committee and make a disbursement, if any, in accordance with the Joint Programme Steering Committee's instructions. The Administrative Agent will promptly notify the Donor in such circumstances and will advise the Donor of the Joint Programme Steering Committee's decision in that regard.

Section III **Implementation of the Joint Programme**

1. The implementation of the Joint Programme 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 Joint Programme Document, as amended from time to time by the Joint Programme 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 will be 7%.

⁴ Where the AA is also a Participating UN Organization, it will need to open its own separate ledger account and transfer funds from the Joint Programme Account to its separate ledger account.

4. The Participating UN Organizations will commence and continue to conduct operations for the Joint Programme only upon receipt of disbursements as instructed by the Joint Programme Steering Committee.

5. The Participating UN Organizations will not make any commitments above the budgeted amounts in the Joint Programme Document, as amended from time to time by the Joint Programme Steering Committee.

6. If unforeseen expenditures arise, the Joint Programme 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 Joint Programme 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 provided in the Joint Programme Account.

7. The Donor reserves the right to discontinue future transfers if reporting obligations are not met as set forth in this Arrangement; or if there are substantial deviations from agreed plans and budgets. If there is evidence of improper use of funds agreed among the Donor, the Administrative Agent and the concerned Participating UN Organization under the Arrangement, 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 Donor and the Administrative Agent, credit any funds so recovered to the Joint Programme Account. Before withholding disbursements or requesting recovery of funds and credit to the Joint Programme 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 practices. To this end, as set out in the Memorandum of Understanding between the Resident Coordinator, the Administrative Agent and Participating UN Organizations regarding the Operational Aspects of the Joint Programme, each Participating UN Organization will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt 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 where applicable its basic agreement with the **Government of Bangladesh**.

Section V Reporting

1. The Administrative Agent will provide the Donor and the Joint Programme 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 Joint Programme Document:

- (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 Joint Programme 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 Joint Programme and including the final year of the Joint Programme, to be provided no later than six months (30 June) of the year following the financial closing of the Joint Programme. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Joint Programme.
- (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 Joint Programme and including the final year of the Joint Programme, to be provided no later than seven months (31 July) of the year following the financial closing of the Joint Programme.

2. The Administrative Agent will provide the Donor, Joint Programme 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”) 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 six months (30 June) of the year following the financial closing of the Joint Programme.
3. Consolidated Joint Programme reports and related documents will be posted on the websites of the UN in Bangladesh and the Administrative Agent (www.undp.org/mdtf), as appropriate.

Section VI Monitoring and Evaluation

1. Monitoring and evaluation of the Joint Programme including, as necessary and appropriate, joint evaluation by the Participating UN Organizations, the Administrative Agent, the Donor, the Government and other partners will be undertaken in accordance with the Joint Programme Document.
2. The Donor, the Administrative Agent and the Participating UN Organizations will hold annual consultations as appropriate to review the status of the Joint Programme.

Section VII Joint Communication

1. Information given to the press, to the beneficiaries of the Joint Programme, all related publicity material, official notices, reports and publications, will acknowledge the role of the Government of **Bangladesh**, 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 Joint Programme as well as periodic reports on the progress of implementation of the Joint Programme, associated external evaluation are posted, where appropriate, for public information on the websites of the UN in **Bangladesh** and the Administrative Agent (www.undp.org/mdtf). Such reports and documents may include Steering Committee approved projects and projects awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.

Section VIII Expiration, Modification and Termination of the Arrangement

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 Joint Programme 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 Joint Programme Account or in the individual Participating UN Organizations' separate ledger accounts upon completion of the Joint Programme will be returned to the Donor in proportion to their contribution to the Joint Programme.

Section IX Notices

1. Any action required or permitted to be taken under this Arrangement may be taken on behalf of the Donor by Einar Hebogård Jensen, or his designated representative, and on behalf of the Administrative Agent by the Executive Coordinator, Multi-Donor Trust Fund Office, UNDP, 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: Einar Hebogård Jensen

Title: Ambassador, Embassy of Denmark, Dhaka

Address: House 1, Road 51, Gulshan 2, Dhaka 1212

Telephone: (880) 2 8822499

Facsimile: (880) 2 8823638

Electronic mail: dacamb@um.dk

For the Administrative Agent:

Name: Bisrat Aklilu

Title: Executive Coordinator, Multi-Donor Trust Fund Office, UNDP

Address: 828 Second Avenue, 4th 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 full force and effect until it is expired or terminated.

Section XI
Settlement of Disputes

Any dispute arising out of the Donor's Contribution to the Joint Programme will be resolved amicably among the Donor, the Administrative Agent and the concerned 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:

For the Administrative Agent:

Name: Einar Hebogard Jensen
Title: Ambassador, Embassy of Denmark
Place: Dhaka, Bangladesh
Date: 19 March 2008

Name: Manoj Basnyat
Title: Country Director
For Executive Coordinator, MDTF Office
Place: Dhaka, Bangladesh
Date: 19 March 2008

ANNEX A: Joint Programme Document
ANNEX B: Schedule of Payments

SCHEDULE OF PAYMENTS

Schedule of Payments:	Amount:
March 2008	DKK 4,202,358
January 2009	DKK 1,860,000
<u>January 2010</u>	<u>DKK 5,937,642</u>
Total:	DKK 12,000,000