

**LETTER OF AGREEMENT**

**BETWEEN THE**  
**MINISTER OF FOREIGN AFFAIRS OF THE KINGDOM OF THE NETHERLANDS**      **AND THE**      **MINISTER FOR DEVELOPMENT COOPERATION OF THE NETHERLANDS**  
**AND**  
**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**WHEREAS**, the United Nations Organization Mission in the Democratic Republic of the Congo (MONUC), the United Nations Development Programme (UNDP) and the United Nations Office for Project Services (UNOPS) (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a joint programme “Multi-Donor Rapid Mechanism in Support of Security Sector Reform” (hereinafter referred to as the “Joint Programme”), as part of their respective development cooperation with the Government of the Democratic Republic of the Congo, as more fully described in the detailed Joint Programme Document (hereinafter referred to as the “Joint Programme Document”), 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”) to facilitate the effective and efficient collaboration for the implementation of the Joint Programme between the Participating UN Organizations, the host Government and donors who wish to support 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 UNDP (hereinafter referred to as the “Administrative Agent” or the “AA”) (which is also a Participating UN Organisation in connection with this Joint Programme) in a Memorandum of Understanding concluded between the Administrative Agent and Participating UN Organizations, 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”);

**WHEREAS**, the Minister of Foreign Affairs of the Kingdom of the Netherlands and the Minister for Development Cooperation of the Netherlands (hereinafter referred to as the “Donor”) wish to provide financial support to the Joint Programme (with UNDP award identification number 00012252 and the Netherlands internal identification numbers DMV16988 and DMV16989) on the basis of the Joint Programme Document as part of their development cooperation with the Government of the Democratic Republic of the Congo and wish to do so through the Administrative Agent as proposed by the Participating UN Organizations;

**WHEREAS**, the Donor will be a member of the Joint Programme Steering Committee.

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

## Article I

### Disbursement of Funds to the Administrative Agent and the Joint Programme Account

1. The Donor agrees to make a contribution of fourteen million eight hundred forty thousand six hundred three American dollars and forty four American cents (**USD 14,840,603.44**) and such further amounts as it may decide (hereinafter referred to as the "Contribution") to support the Joint Programme. The Contribution shall 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 Letter of Agreement. 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 shall deposit the Contribution by wire transfer, in accordance with the schedule of payments set out in **Annex B** to this Agreement, in convertible currencies of unrestricted use, to the following account:

Name:	UNDP Contributions Account
Account no.:	015-002284
Bank Name:	JP Morgan Chase Bank,
Bank Address:	1166 Avenue of the Americas New York, NY 10022, USA
SWIFT Address:	CHASUS33

3. When making a transfer to the Administrative Agent, the Donor will notify the Administrative Agent's Treasury Operations of the following (via an e-mail message to [contributions@undp.org](mailto:contributions@undp.org)): (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from the Minister of Foreign Affairs of the Kingdom of the Netherlands and the Minister for Development Cooperation of the Netherlands in respect of the joint programme in the Democratic Republic of the Congo pursuant to this Letter of Agreement.

4. The Joint Programme Account shall 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 shall 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.

5. 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 functions. Notwithstanding the foregoing, in cases the contribution is less than USD 2 million, the fee will be subject to a minimum floor of USD 20,000; if the contribution is above USD 10 million, the fee will be subject to a maximum ceiling of USD 100,000. Each Participating UN Organization will recover indirect costs in accordance with its financial regulations and rules and as documented in the Memorandum of Understanding signed with the AA.

6. All financial accounts and statements shall be expressed in United States dollars.

## Article II

### Disbursement of funds to the Participating UN Organizations and a separate ledger account

1. The Administrative Agent shall 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 disbursements will also be made in accordance with the Memorandum of Understanding between the Participating UN Organizations and the AA regarding the Operational Aspects of the Joint Programme. The Administrative Agent shall promptly notify the Donor of any amendment to the budget made by the Joint Programme Steering Committee. The disbursement to the Participating UN Organizations shall consist of direct and indirect costs as set out in the Joint Programme budget.
2. Each Participating UN Organization shall 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 shall 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 shall 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.
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 shall 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 shall promptly notify the Donor in such circumstances and shall advise the Donor of the Joint Programme Steering Committee's decision in that regard.

## Article III

### Implementation of the Joint Programme

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

Article IV  
Equipment and supplies

On the termination or expiration of this Agreement, the matter of ownership shall 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 the Democratic Republic of the Congo.

Article V

*Reporting*

The Administrative Agent shall provide the Donor and the Joint Programme Steering Committee with the following reports, based on reports 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) Consolidated narrative progress reports every twelve months, to be provided no later than three months after the end of the applicable reporting period;
- (b) Consolidated annual financial reports as of 31 December each year with respect to the funds disbursed from the Joint Programme Account, to be provided no later than five months after the end of the applicable reporting period;
- (c) A final consolidated narrative report and financial report, after the completion of the Joint Programme and including the final year of the Programme, to be provided no later than 30 June of the year following the financial closing of the Programme;
- (d) A consolidation of final certified financial statements, to be provided no later than 30 days after receipt from the Participating UN Organizations in the year following the financial closing of the Programme;
- (e) A financial report and final certified financial statement on its activities as Administrative Agent, to be provided no later than 30 June of the year following the financial closing of the Programme.

Article VI  
Monitoring and Evaluation

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 shall be undertaken in accordance with the Joint Programme Document.

Article VII  
Joint Communication

Information given to the press, to the beneficiaries of the Joint Programme, all related publicity material, official notices, reports and publications, shall acknowledge the role of the Government of the Democratic Republic of the Congo, the donors, the Participating UN Organizations, the Administrative Agent and any other relevant parties.

Article VIII  
Expiration, Modification and Termination of the Agreement

1. The Administrative Agent shall 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 shall be deemed to be the date of expiration of this Agreement, subject to the continuance in force of paragraph 4 below for the purposes therein stated.
2. This Agreement may be modified only by written agreement between the parties.
3. This Agreement may be terminated by either party on [thirty (30)] days of a written notice to the other party, subject to the continuance in force of paragraph 4 below for the purpose therein stated.
4. Obligations assumed by the Donor and the Administrative Agent under this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties 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 shall be used for a purpose mutually agreed upon by the Administrative Agent, the donors and the Joint Programme Steering Committee.

Article IX  
Notices

1. Any action required or permitted to be taken under this Agreement may be taken on behalf of the Donor by the Ambassador of Her Majesty the Queen of the Netherlands to the Democratic Republic of the Congo, or his or her designated representative, and on behalf of the Administrative Agent by the UNDP Resident Representative and the UNDP Country Director, or his or her designated representative.
2. Any notice or request required or permitted to be given or made in this Agreement shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable or telex 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 shall have specified in writing to the party giving such notice or making such request.

For the Donor:

Name: Mrs. Ellen Berends-Vergunst  
Title: Ambassador of Her Majesty the  
Queen of the Netherlands  
Address: Royal Netherlands Embassy  
11 Avenue Nzongotolo  
Kinshasa, DR Congo  
Telephone: +243 99 800 1140  
Facsimile: +243 99 997 5326  
E-mail: kss@minbuza.nl

For the Administrative Agent:

Name: Mr. Adama Guindo  
Title: UNDP Country Director  
Address: Immeuble Losonia  
Blvd. 30 juin  
Kinshasa, DR Congo  
Telephone: +243 81 555 3300  
Facsimile: +243 81 555 3305  
E-mail: registry.cd@undp.org

Article X  
Entry into Force

This Agreement shall enter into force upon signature thereof by the Parties and shall continue in full force and effect until it is expired or terminated.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by the respective Parties, have signed the present Agreement in English in two copies.

For the Donor

For the Administrative Agent



✓ **André Dellevoet**  
Chargé d'Affaires a.i.  
Kinshasa

Date: 11 December 2007



**Ross Mountain**  
Resident Representative  
Kinshasa

Date: 11 DEC 2007



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

## **ANNEX B: Schedule of Payments**

1) The Minister of Foreign Affairs of the Kingdom of the Netherlands and the Minister for Development Cooperation of the Netherlands will deposit the contribution into the agreed account in accordance with the following payment schedule:

- The first payment of USD 10,400,000.- will be made upon receipt of the signed Specific Arrangement
- Any subsequent payments will be made every 6 months on the basis of a payment request showing the resource balance to date and including an expenditure forecast.

2) The Ministers' contribution is allocated as follows:

- DMV 16988: USD 6,215,094.94 (ODA)
  - Service line 3: Resettlement support to dependents of military personnel and reinforcement of community services in host communities
  - Service line 4: Military Justice
- DMV 16989: USD 8,625,508.50 (non-ODA)
  - Service line 1: Non-lethal operational support to FARDC
  - Service line 2: Basic training FARDC