

**MEMORANDUM OF AGREEMENT  
FOR  
THE NATIONAL WINDOW OF THE  
TURKANA TRANSFORMATION MULTI-PARTNER TRUST FUND  
USING PASS-THROUGH FUND MANAGEMENT**

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**Memorandum of Agreement  
between  
the Government of Kenya  
and  
the United Nations Development Programme**

**regarding the operational aspects of  
the National Window of the Turkana Transformation Multi-Partner Trust Fund**

This Memorandum of Agreement is concluded between the Government of Kenya (hereinafter the “Government”) represented by the Ministry of Finance & National Treasury and the United Nations Development Programme (UNDP), represented by its Multi-Partner Trust Fund Office (MPTF Office). The National Government and UNDP are hereinafter collectively referred to as the “Parties”.

WHEREAS, the **Turkana Transformation Multi-Partner Trust Fund** has been established to receive funding from donors for two separate funding windows, in order to finance activities thereunder: the Turkana Transformation Multi-Partner Trust Fund National Window (hereinafter the “National Window”), established by the Government of Kenya to finance activities of Government Entities<sup>1</sup> (as such terms are defined and used herein); and the Turkana Transformation Multi-Partner Trust Fund UN Window (the “UN Window”), established by the Participating UN Organizations to finance activities of Participating UN Organizations;

WHEREAS, the UNDP MPTF Office has been requested by the Government to serve as the Administrative Agent for the National Window, responsible for the administration of the National Window under the Terms of Reference (“TOR”) for the Turkana Transformation Multi-Partner Trust Fund, as may be amended from time to time, and incorporated herein by reference (attached hereto as ANNEX A), and the UNDP MPTF Office has agreed to do so in accordance with this Memorandum of Agreement;

WHEREAS, UNDP as the Administrative Agent of the National Window, will conclude on behalf of the Government with each donor that wishes to make contributions to the National Window, a Standard Administrative Arrangement for the National Window (hereinafter the “SAA”) with each such donor, a template of which is annexed hereto as ANNEX B;

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<sup>1</sup> Government Entities refer to County Government Departments in accordance with the Fund’s Terms of Reference and Kenya’s Public Finance Management Act, 2012 which provides that a County Government or County Government Entity may receive a grant or donation from a development partner with the approval of government authorities.

NOW, THEREFORE, the Parties agree as follows:

**Section I**

**Establishment of the National Window of the Turkana Transformation Multi-Partner Trust Fund; designation of the Government Coordinating Entity**

1. The signature of this Memorandum of Agreement establishes the National Window of the Turkana Transformation Multi-Partner Trust Fund which shall facilitate the effective and efficient collaboration between the Government, donors, the Administrative Agent, and other stakeholders for the implementation of the National Window, as set out in the TOR.
2. The Government has designated the Turkana County Government (hereinafter the "Government Coordinating Entity") to coordinate the development and implementation of the National Window activities on behalf of the Government. The Government assumes full financial and programmatic accountability for the funds disbursed by the Administrative Agent for the Government Coordinating Entity<sup>2</sup>, which funds shall be thereafter disbursed by the Government Coordinating Entity from its separate ledger account to the government entities that shall implement the activities funded by the National Window (hereinafter the "Government Entities")<sup>3</sup>, and shall have such other responsibilities as set forth herein;
3. The National Window shall be governed by the Executive Board as described in the TOR. In accordance with UN rules and regulations, the Executive Board will carry out the functions stated in the TOR, including prioritizing the programmes, making fund allocation decisions, and overseeing the effective monitoring and evaluation of the National Window- financed activities. The Executive Board will be supported by a Fund Secretariat, as described in the TOR.
4. The activities financed by the National Window and undertaken by the Government Entities shall be carried out on the basis of the applicable national laws, regulations and procedures (hereinafter referred to as the "National Regulatory Framework"), provided they do not contravene the principles set out in UNDP's financial regulations and rules. The Government, through the Government Coordinating Entity, will be programmatically and financially accountable for all the funds transferred to the County Government further to the decisions of the Executive Board, and for the programmes/projects implemented with those funds.
5. Resources from the National Window, including interest accrued to the National Window Account, as defined below, will be utilized for the purpose of meeting the direct and indirect costs of programmes/projects undertaken by the Government Entities, as well as meet the direct costs related to its administration, the tasks of the Fund Secretariat, and for evaluations and audits required by the Fund for the National Window.

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<sup>2</sup> The Funds will be disbursed by the Administrative Agent to the National Treasury in a separate ledger account created for the Fund, which will in turn directly transfer the Funds to the Government Coordinating Entity separate ledger account. The specificities of the fund flows are described in the National Window Operational Manual, integral part of the Fund TOR. The foregoing arrangement shall apply to all transactions from the Administrative Agent under this MOA.

<sup>3</sup> The Government Entities cannot include Private Sector entities or Non-Governmental Organizations.



**Section II**  
**The Administrative Agent**

6. The Government hereby engages the Administrative Agent to administer the National Window on its behalf, in accordance with the TOR. UNDP shall use its multi-donor trust fund management mechanism adapted for the management support services arrangements described herein.

7. UNDP as Administrative Agent of the National Window, through its MPTF Office, will carry out the following functions for the National Window:

- (a) Receive contributions from donors that wish to provide financial support to the National Window and deposit those in the National Window Account;
- (b) Administer such funds received, in accordance with this Memorandum of Agreement and the SAA, including the provisions relating to winding up the National Window Account and related matters;
- (c) Subject to availability of funds, disburse such funds to the Government Coordinating Entity in accordance with decisions from the Executive Board, taking into account the budget set out in the approved programmatic document<sup>4</sup>.
- (d) Ensure consolidation of statements and reports, with information obtained by submissions provided by the Government Coordinating Entity, based on the submissions of each Government Entity, as set forth in the TOR, and provide these to each donor that has contributed to the National Window, and to the Executive Board;
- (e) Provide final reporting, including notification that the National Window has been operationally completed, in accordance with Section V below;
- (f) Disburse funds to the Government Coordinating Entity for any additional costs of the tasks that the Executive Board may decide to allocate to it (as referred to in paragraph 5 above) in accordance with the TOR.

8. The Administrative Agent will conclude the SAA with each donor that wishes to provide financial support to the National Window for activities undertaken by the Government Entities. The Government Coordinating Entity will, and will ensure that the Government Entities will, abide by the obligations described in the SAA, including the provisions related to fraud, corruption and unethical behavior. The Administrative Agent will not agree with the donors to amend the terms of ANNEX B without prior written agreement of the Government Coordinating Entity. The Administrative Agent and the Government Coordinating Entity will ensure the posting of a copy of the template SAA as well as information on contributions, on the website of the Administrative

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<sup>4</sup> 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 Executive Board for fund allocation purposes.

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Agent (<http://mptf.undp.org>) and the website of the Government Coordinating Entity, respectively, as appropriate.

9. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each donor signing an SAA for the National Window to meet its costs of performing the functions described in this Memorandum of Agreement.

### Section III Financial Matters

#### The Administrative Agent

10. UNDP, as Administrative Agent, will establish a separate ledger account (hereinafter, the "National Window Account") under its financial regulations and rules for the receipt and administration of the funds received from donors pursuant to the SAA for the National Window. The National Window Account will be administered by the UNDP, in accordance with the UNDP's applicable regulations, rules, policies and procedures, including those relating to interest. The National Window Account will be subject exclusively to the internal and external auditing procedures laid down in the applicable UNDP financial regulations, rules, policies and procedures.

11. The Administrative Agent will not absorb gains or losses on currency exchanges which will increase or decrease the funds available for disbursements to the Government Coordinating Entity.

12. Subject to the availability of funds, the Administrative Agent will make disbursements from the National Window Account based on decisions from the Executive Board, in line with the budget set forth in the approved programmatic document.

13. The Administrative Agent will normally make each disbursement to the Government Coordinating Entity within five (5) business days after receipt of the relevant approved programmatic document in accordance with the decisions from the Executive Board and in line with the TOR, along with a copy of the relevant approved programmatic document signed by all the parties concerned. The Administrative Agent will transfer funds through wire transfer. The Government will advise the Administrative Agent in writing of the bank account for transfers pursuant to this Memorandum of Agreement. When making a transfer, the Administrative Agent will notify the Government Coordinating Entity and the National Treasury, of the following: (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from the UNDP in respect of the Fund pursuant to this Memorandum of Agreement.

14. Where the balance in the National Window Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Executive Board and make a disbursement, if any, in accordance with the Executive Board's decisions.

### The Government Coordinating Entity

15. The Government has designated the Turkana County Government to serve as the primary interlocutor on all aspects of the National Window including with respect to the Administrative Agent.

16. The National Treasury and Turkana County Government will establish a separate ledger account under the Government financial regulations and rules for the receipt and administration of the funds disbursed to it by the Administrative Agent from the National Window Account. These separate ledger account will be managed in accordance with the national regulatory framework, provided that such framework does not contradict the principles of UNDP's regulations, rules, policies and procedures. These separate ledger accounts will be subject to the internal and external reviews, verifications and audits described in the TOR and this Memorandum of Agreement.

17. In order to carry out activities financed by the National Window, Government Entities shall be proposed by the Government Coordinating Entity, and approved by the Executive Board, following assessments of financial, managerial and technical capacity by the Fund Secretariat. The Executive Board shall review and approve the programmatic proposals recommended for funding. Government Entities will receive funds and carry out activities on the basis of the National Regulatory Framework.

18. The Government Coordinating Entity will use, and ensure that the Government Entities use, the funds disbursed by the Administrative Agent to carry out the activities for which they are responsible as set out in the approved programmatic document. The Government Coordinating Entity, and through it the Government Entities, will commence and continue to conduct operations for the programmatic activities only upon receipt of disbursements. The Government Coordinating Entity, and through it the Government Entities, will not make any commitments above the amount disbursed against the approved programmatic document. If there is a need to exceed the amount disbursed, the Government Coordinating Entity will submit a supplementary budget request to the Executive Board.

### **Section IV** **Activities of the Fund**

#### The Role of the Government Entities and the Government Coordinating Entity

19. The Government Coordinating Entity will ensure that each Government Entity is responsible for the activities specified in its proposal, in accordance with the decisions of the Executive Board and the National Regulatory Framework.

20. The Government Coordinating Entity through the Executive Board will take the necessary steps to ensure that Government Entities have the required capacities to meet all the requirements spelled out in this Memorandum of Agreement, including the TOR, the programmatic document and the National Regulatory Framework.



21. After approval by the Executive Board of a Government Entity's programmatic proposal, the Administrative Agent will transfer/disburse the approved amount to the Government Coordinating Entity in accordance with paragraph 16.

22. Any modifications to the scope of any approved programmatic document, including as to its nature, content, sequencing or the duration thereof will be subject to the approval of the Executive Board. Upon decision by the Executive Board to approve the revision of any approved programmatic document, the Fund Secretariat will promptly notify the Administrative Agent of the approved change. For activities financed by the National Window and undertaken by the Government Entities, on the termination or expiration of this Memorandum of Agreement, the ownership of equipment, supplies and other property financed from the National Window shall vest in the Government Coordinating Entity.

23. The Government Coordinating Entity will ensure that where a Government Entity wishes to carry out its activities through or in collaboration with a third party, it will be responsible for discharging all commitments and obligations with such third party, and the Administrative Agent will not be responsible for doing so.

24. In carrying out their activities, neither the Government, the Government Coordinating Entity nor the Government Entities will be considered agents of the Administrative Agent, nor will the personnel of any one be considered the staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, the Administrative Agent will not be liable for the acts or omissions of the Government Coordinating Entity, the County Entities, or their personnel, or of persons performing services on their behalf.

25. The Government Coordinating Entity will advise the Administrative Agent in writing when all activities for which the Government Entities are responsible under the respective approved programmatic document have been operationally completed.

26. The Government Coordinating Entity recognizes that the donors reserve the right to discontinue future contributions if reporting obligations are not met as set forth in the SAA or if there are substantial deviations from agreed plans and budgets. The Government Coordinating Entity also recognizes that each donor that signed an SAA may suspend its contribution (1) in case of failure to abide by the provisions of the SAA; (2) in case of substantial revision of the TOR; or (3) in case of credible allegations concerning an improper use of funds in accordance with Section VIII of the SAA. However, the suspension must be notified in writing and, prior to the donor(s) taking any such measures, the Administrative Agent, the Executive Board and the donor(s) in question shall hold consultations with the objective of promptly resolving the situation.

27. The Parties, including the Government Entities as shall be ensured by the Government Coordinating Entity, are firmly committed to take all precautionary measures to prevent and remedy fraudulent, coercive, obstructive or unethical practices. In case of an investigation related to wrongdoing, the Government Coordinating Entity and the Government Entities, as shall be ensured by the Government Coordinating Entity commit to follow the procedure described in the SAA. If it is agreed among the Executive Board, the Government Coordinating Entity, the donors and the Administrative Agent that there is evidence of improper use of funds by any Government

Entity, the Government Coordinating Entity will repay an amount equivalent to the amount of the funds found to have been misused, into the National Window Account from its own resources. The donor(s) may request the refund of these funds in proportion to its/their contribution to the National Window. In such a case, the Administrative Agent will reimburse the applicable portion of the fund to the donor(s). The funds for which the donor(s) would not request the refund will be transferred to the National Window Account and used by Government Entities in a manner mutually agreed. Should repayment to the National Window Account not occur within a reasonable period of time as shall be established by the Executive Board, the donors may elect to terminate any further fund transfer to the programmatic activity in question.

28. In cases of serious or wide-spread fraud that is determined to be harmful to the reputation of the National Window and/or the Fund, the donors, in consultation with the Executive Board, will suspend all further contribution payments until adequate remedial measures have been taken. Once such remedial actions have been taken and the issue is found by the donors to be satisfactorily addressed, the case will be presented to and discussed with the Executive Board. In cases where the Government, the donors and Administrative Agent are unable to reach consensus on a corrective course of action, final decision-making in relation to future contribution payments to the National Window will lie with the donors. Any recourse in relation to sanctioning of any governmental entity will lie with the Government and will be based on the National Regulatory Framework.

#### Special Provisions regarding Financing of Terrorism

29. Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Government, the Government Coordinating Entity and the Government Entities are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Government Coordinating Entity and the Government Entities recognize their obligation to comply with any applicable sanctions imposed by the UN Security Council. The Government Coordinating Entity and each Government Entities will use all reasonable efforts to ensure that the funds transferred to it in accordance with the Memorandum of Agreement are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Memorandum of Agreement, the Government Coordinating Entity or Government Entities determines that there are credible allegations that funds transferred to it in accordance with this Memorandum of Agreement have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime, it will as soon as it becomes aware of it inform the Executive Board, the Administrative Agent and the donors and, in consultation with the donors, as appropriate, determine an appropriate response.



## Section V Reporting

### Financial Reports

30. The Government will ensure that the Government Entities through the Government Coordinating Entity, will provide the Administrative Agent with the following financial statements and reports for funds received from National Window Account, as set forth in the TOR:

- (a) Annual financial report as of 31 December with respect to the funds disbursed to it from the National Window Account, to be provided no later than four (4) months (30 April) after the end of the calendar year; and
- (b) Certified final financial statements and final financial reports after the completion of the activities in each approved programmatic document, including the final year of the activities in the approved programmatic document, to be provided no later than five (5) months (31 May) after the end of the calendar year in which the financial closure of the activities in the approved programmatic document occurs.

### Narrative Reports

31. The Government will ensure that the Government Entities through the Government Coordinating Entity will provide the Administrative Agent with the following narrative reports, as set forth in the TOR:

- (a) Annual narrative progress reports, to be provided no later than three (3) months (31 March) after the end of the calendar year; and
- (b) Final narrative reports, after the completion of the activities in the approved programmatic document, including the final year of the activities in each approved programmatic document, to be provided no later than four months (30 April) after the end of the calendar year in which the operational closure of the activities in the approved programmatic document occurs.

32. The annual and final reports will be results-oriented and evidence based. Annual and final narrative reports will compare actual results with expected results at the output and outcome level, and explain the reasons for over or underachievement. The final narrative report will also contain an analysis of how the outputs and outcomes have contributed to the overall impact of the National Window. The financial reports will provide information on the use of financial resources against the outputs and outcomes in the agreed results framework.

33. The Administrative Agent will ensure the preparation of consolidated narrative progress and financial reports, based on the reports provided in paragraphs 31 and 32 above, and will provide these consolidated reports to each donor that has contributed to the National Window, as well as the Executive Board and the Government Coordinating Entity, in accordance with the timetable established in the SAA.

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34. The Administrative Agent will also provide the Government, the Government Coordinating Entity, Executive Board and donors with the following statements on its activities:

- 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 five months (31 May) after the end of the calendar year in which the financial closing of the National Window occurs.

35. Consolidated reports and related documents will be posted on the websites of the Government, the Government Coordinating Entity and the Administrative Agent (<http://mptf.undp.org>).

## Section VI Monitoring and Evaluation

### Monitoring

36. Monitoring of the Fund will be undertaken in accordance with the TOR. The Government Coordinating Entity, the Government Entities, the Fund Secretariat, the donors and the Administrative Agent will hold consultations at least annually, as appropriate, to review the status of the National Window. In addition, the Parties and the donor(s) will discuss any substantive revisions to the National Window, and promptly inform each other about any significant circumstances and major risks, which interfere or threaten to interfere with the successful achievement of the outcomes outlined in the TOR, financed in full or in part through contributions from the donors.

### Evaluation

37. Evaluation of the National Window including, as necessary and appropriate, joint evaluation by the Government represented by the Government Coordinating Entity, the donors, the Administrative Agent and other partners will be undertaken in accordance with the TOR.

38. The Executive Board will recommend a joint evaluation if there is a need for a broad assessment of results at the level of the National Window or at the level of an outcome within the Fund. The joint evaluation report will be posted on the websites of the Government and the Administrative Agent (<http://mptf.undp.org>).

39. In addition, the Parties recognize that any donor(s) may, separately or jointly with other partners, take the initiative to evaluate or review their cooperation with the Administrative Agent and the Government, including the Government Coordinating Entity and the Government Entities under this Memorandum of Agreement with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes. The

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Administrative Agent, the Government Coordinating Entity and the Government Entities will be informed about such initiatives, will be consulted on the scope and conduct of such evaluations or reviews and will be invited to join. The Administrative Agent, the Government Coordinating Entity and the Government Entities will upon request assist in providing relevant information within the limits of their regulations, rules, policies and procedures. All costs will be borne by the respective donor(s), unless otherwise agreed. It is understood by the Parties that such evaluation or review will not constitute a financial, compliance or other audit of the Fund including any programmes, projects or activities funded under this Memorandum of Agreement.

## **Section VII** **Audit**

40. The Government Coordinating Entity and the Government Entities will be audited in relation to the implementation of the National Window and their use of resources from the National Window, in accordance with the National Regulatory Framework, and subject to any others external auditing requirements described in the TOR. The Administrative Agent will be audited in accordance with its own Financial Regulations and Rules.

41. The corresponding external and internal audit reports will be disclosed publicly unless the relevant policies, respective regulations, and procedures of each of the relevant Government Entities provide otherwise.

## **Section VIII** **Joint Communication and Transparency**

42. The Government Coordinating Entity and the Government Entities will take appropriate measures to publicize the National Window and to give due credit to the other stakeholders. Information given to the press, to the beneficiaries of the National Window, all related publicity material, official notices, reports and publications, will highlight the results achieved and will acknowledge the role of the Executive Board, the donors, the Government Coordinating Entity, the Government Entities, the Administrative Agent and any other relevant entities. In particular, the Administrative Agent will include and ensure due recognition of the role of the Government Coordinating Entity and the Government Entities in all external communications relating to the National Window.

43. The Administrative Agent in consultation with the Secretariat will ensure that decisions regarding the review and approval of the National Window's programmatic proposals, periodic reports on the progress of National Window-financed activities and associated external evaluation are posted, where appropriate, for public information on the website of the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include Executive Board approved projects and projects awaiting approval, Fund-level annual financial and progress reports and external evaluations, as appropriate.

44. The Government through it the Government Coordinating Entity and the Government Entities, and the Administrative Agent are committed to principles of transparency with regard to the implementation of the National Window, consistent with their respective regulations, rules, policies and procedures. The donors, the Administrative Agent, and the Government through it the Government Coordinating Entity and the Government Entities, and the Fund Secretariat, as applicable, will endeavor to consult prior to publication or release of information regarded as sensitive.

**Section IX**  
**Entry into Force, Expiration, Modification**

45. This Memorandum of Agreement will come into effect upon signature by authorized representatives of the Parties and will continue in full force and effect until it is terminated or expires.

46. This Memorandum of Agreement will expire upon the delivery to the donor(s) of the certified final financial statement pursuant to Section V Article 31 b.

47. This Memorandum of Agreement may be modified only by written agreement between the Parties.

48. This Memorandum of Agreement and / or the Administrative Agent's appointment may be terminated by the Administrative Agent (on the one hand) or the Government (on the other hand) on thirty (30) days' written notice to the other party, subject to the continuance in force of paragraph 49 below for the purpose therein stated. In the event of such termination, the Parties will agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.

49. Commitments assumed by the Parties under this Memorandum of Agreement will survive the termination of this Memorandum of Agreement 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 Parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers.

50. Any balance remaining in the Government Coordinating Entity and/or the Government Entities' separate ledger accounts upon operational completion of the activities for which the Government Coordinating Entity and the Government Entities are responsible under the approved programmatic document will be returned to the National Window Account as soon as administratively feasible and before financial closure of those activities in line with Article 25. Any balance remaining in the National Window Account upon completion of the National Window will be used for a purpose mutually agreed upon or returned to the donor(s) in proportion to their contribution to the National Window as decided upon by the donor(s) and the Executive Board.

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**Section X**  
**Notices**

51. Any action required or permitted to be taken under this Memorandum of Agreement may be taken on behalf of the Government by the Cabinet Secretary responsible for finance matters, or his/her designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator of the UNDP MPTF Office, or his/her designated representative.

52. Any notice or request required or permitted to be given or made in this Memorandum of Agreement 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 Government:*

Name: **Mr. Henry Rotich, EGH**  
Title: Cabinet Secretary, The National Treasury  
Address: Treasury Building, 14<sup>th</sup> Fl., Harambee Avenue  
P.O. Box 30007-00100, Nairobi, Kenya  
Telephone: +254-20-2252299  
Facsimile: (not available)  
Electronic mail: [cabinetsecretary@treasury.go.ke](mailto:cabinetsecretary@treasury.go.ke)

*For the Administrative Agent:*

Name: **Ms. Jennifer Topping**  
Title: Executive Coordinator, MPTF Office, UNDP  
Address: 304 East 45<sup>th</sup> Street, 11<sup>th</sup> Fl., New York, NY 10017, USA  
Telephone: +1 212 906 6880  
Facsimile: +1 212 906 6990  
Electronic mail: [jennifer.topping@undp.org](mailto:jennifer.topping@undp.org)

**Section XI**  
**General Provisions**

53. In the event of any controversy, claim or dispute between the Parties arising out of this Memorandum of Agreement or the breach thereof, the Parties shall seek an amicable resolution thereof through good faith direct negotiations.

54. The Government agrees that the provisions of the Agreement between UNDP and the Government, relating to UNDP's assistance to the country signed on 17<sup>th</sup> January 1991 (Standard Basic Assistance Agreement) shall apply to UNDP and its personnel carrying out the management and other support services provided hereunder.

55. In accordance with the Standard Basic Assistance Agreement, the Government shall bear all risks of operations arising under this Agreement and shall be responsible for dealing with claims which may be brought by third parties against UNDP, its officials or other persons performing services on its behalf, and shall hold them and UNDP harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Government and UNDP agree that claims or liabilities arise from the gross negligence or willful misconduct of the above-mentioned persons.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have signed this Memorandum of Agreement in English, in three copies.

**On behalf of the Government of Kenya**



Hon. Henry Rotich, EGH  
Cabinet Secretary,  
The National Treasury  
Republic of Kenya  
Place: Nairobi

Date: 22<sup>nd</sup> June 2017

**On behalf of Multi Partner Trust Fund  
Office, UNDP:**



Ms. Jennifer Topping  
Executive Coordinator,  
Multi Partner Trust Fund Office  
United Nations Development Programme  
Place: New York

Date: 22 June 2017

**IN WITNESS:**

On behalf of the Turkana County Government



H.E Josphat K. Nanok  
Governor,  
Turkana County Government  
Republic of Kenya  
Place: Nairobi

Date: 22<sup>nd</sup>/06/2017







**ANNEX A – The Turkana Transformation Multi-Partner Trust Fund Terms of Reference**

**ANNEX B – Standard Administrative Arrangement for the National Window of Turkana Transformation Multi-Partner Trust Fund**

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