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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBIC OF MALI**

**AND**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**FOR**

**MANAGEMENT AND OTHER SUPPORT SERVICES**

**RELATED TO**

**THE MALI CLIMATE FUND**

**MEMORANDUM OF AGREEMENT**

 **between**

 **the Government of the Republic of Mali**

**and**

**the United Nations Development Programme**

 **for**

 **Management and Other Support Services**

**Related to the Mali Climate Trust Fund**

WHEREAS, this Memorandum of Agreement governs relations between the United Nations Development Programme (UNDP) and the Government of the Republic of Mali, including the Coordinating Entity of the Government of the Republic of Mali;

 WHEREAS, the Republic of Mali has signed and ratified the UN Framework Convention on Climate Change and the Kyoto Protocol;

WHEREAS, the Government of the Republic of Mali has developed a ‘Green Economy and Climate Resistance Strategy (Economie Verte et Resiliente de Climat -EVRC).

WHEREAS, the Government of the Republic of Mali has requested the United Nations Development Programme (UNDP), to provide fund administration, management and other support services related to the establishment and management of the MALI CLIMATE TRUST FUND (hereinafter “Mali Climate Fund”);

WHEREAS, UNDP agrees to provide such fund administration, through its Multi-Partner Trust Fund Office (MPTF Office) (hereinafter ‘Administrative Agent”), management and other support services in connection with the Mali Climate Fund, pursuant to its Financial Regulations and Rules, and the Mali Climate Fund Terms of Reference and on the terms and conditions set out herein (Annexed hereto as Annex 1);

WHEREAS, the Government has appointed the Ministry of Environment and Sanitation as the Government Coordinating Entity, on behalf of the Government (hereinafter “Governing Coordinating Entity”), who shall assume full financial and programmatic accountability for the funds disbursed to the National Participating Organizations (described below) by the Administrative Agent, and shall have such other responsibilities as set forth herein;

WHEREAS, this Memorandum of Agreement governs the relationship between UNDP and the Government including the Government Coordinating Entity; and

WHEREAS, the Government may utilize technical cooperation provided by Organizations of United Nations system, in addressing some aspects of the Mali Climate Fund, and towards that end, the relationship between the Participating United Nations Organizations and the Administrative Agent will be governed by the standard Memorandum of Understanding for Multi-Donor Trust Funds Using Pass-Through Fund Management relating to the Mali Climate Fund (Annexed hereto as Annex 2);

NOW, THEREFORE, the Parties agree as follows:

**Article 1**

**Establishment of the Mali Climate Fund**

1. The Mali Climate Fund shall commence upon signature of this Memorandum of Agreement (MOA). The establishment of the Mali Climate Fund shall facilitate the effective and efficient collaboration between the Government, Contributors (as defined in the Mali Climate Fund TOR), the Administrative Agent, and other stakeholders for the implementation of the Mali Climate Fund, as set out in the Terms of Reference of the Mali Climate Fund dated 26 January 2012, (hereinafter referred to as the “Mali Climate Fund TOR”), incorporated herein by reference and attached hereto as ANNEX 1.
2. To this end, the Mali Climate Fund Steering Committee (Steering Committee) will serve as the primary coordination and governance mechanism, as described in the Mali Climate Fund TOR. The Steering Committee will carry out the functions ascribed to it in the Mali Climate Fund TOR, including final fund allocation decisions and overseeing the effective monitoring and evaluation of Mali Climate Fund financed activities. The activities of the Fund undertaken by National Participating Organizations 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 regulations and rules, policies and procedures, while the fund financed activities undertaken by Participating UN Organizations shall be carried out on the basis of their own regulations, rules, policies and procedures in accordance with Annex 2.
3. The Government and UNDP shall consult closely with respect to the management and other support services provided under this Agreement. The Government shall ensure that all necessary support is given by the relevant Malian authorities to UNDP to facilitate the activities to be carried out under the Mali Climate Fund. The Steering Committee will establish its Rules of Procedure, consistent with the Mali Climate Fund TOR.
4. The Steering Committee shall be chaired by Minister of Environment and Sanitation. The Steering Committee will be comprised of sixteen full members: (i) six representatives of the Government of the Republic of Mali, including the Chair; (ii) five representatives of Contributor Governments; and (iii) three representatives of Malian civil society; and (iv) the United Nations Resident Coordinator and the Executive Coordinator of the UNDP MPTF Office, representing UNDP as the Administrative Agent, as an ex-officio member, or their official designates.
5. Resources from the Mali Climate Fund, including interest accrued to the Mali Climate Fund Account, will be utilized for the purpose of meeting the direct and indirect costs of projects managed by the Government Coordinating Entity, the National Participating Organizations; Participating UN Organizations; as well as meet the direct costs related to the administration of the Mali Climate Fund, the Technical Secretariat and required fund-wide evaluations. Details of such projects and/or proposals, including respective budgets and description of the National Participating Organizations will be set out in the relevant project documents and/or proposals, approved by the Steering Committee.

**Article 2**

**The Administrative Agent**

1. The Government hereby engages UNDP, through its MPTF Office, to administer the Mali Climate Fund on its behalf, in accordance with the Mali Climate Fund TOR. UNDP shall use its multi-partner trust fund management mechanism adapted for the management support services arrangements described herein.
2. Upon signature of this MOA, UNDP will conclude on behalf of the Government, a Memorandum of Understanding with Participating UN Organizations that may be requested by the Government to provide technical cooperation for Fund financed activities, and a Standard Administrative Arrangement (SAA), annexed hereto as ANNEX 3, for receipt of funds from Contributors.
3. UNDP as Administrative Agent, through its MPTF Office, will carry out the following functions:
4. Receive financial contributions from Contributors and deposit those in the Mali Climate Fund Account;
5. Administer the funds received, in accordance with UNDP regulations, rules, policies and procedures and the Mali Climate Fund TOR, including the provisions relating to winding up the Mali Climate Fund Account and related matters;
6. In accordance with the decisions of the Steering Committee, and subject to availability of funds, disburse the funds to 1) each National Participating Organization (on behalf of the Government Coordinating Entity) after instruction from the Government Coordinating Entity, or 2) to Participating UN Organizations, in both cases, taking into account the budget set out in the approved programmatic document[[1]](#footnote-1), as amended in writing from time to time by the Steering Committee;
7. Consolidate statements and reports, based on submissions provided to the Administrative Agent by the Government Coordinating Entity, based on the submissions of each National Participating Organization, and by Participating UN Organizations as set forth below, and provide these to the Steering Committee and Contributors, through the Technical Secretariat;
8. As applicable, provide final reporting, including notification that the Mali Climate Fund has been operationally completed, in accordance with the Mali Climate Fund TOR; and
9. Disburse funds to the Government Coordinating Entity, any National Participating Organization or Participating UN Organization for any additional costs of the non-fund administration tasks that the Steering Committee may decide to allocate in accordance with the Mali Climate Fund TOR.
10. The Administrative Agent will conclude a Standard Administrative Arrangement, in the form attached hereto as ANNEX 3(hereinafter referred to as an “Standard Administrative Arrangement”), with each Contributor that wishes to provide financial support to the Mali Climate Fund through the Administrative Agent, except as otherwise determined by the Steering Committee in its Rules of Procedure. The Administrative Agent will not agree with the Contributor to amend the terms of ANNEX 3 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 Standard Administrative Arrangement it enters into, as well as information on contributions, on the website of the Administrative Agent ([http://mptf.undp.org](http://mptf.undp.org/)), as well as the website of the Mali Climate Fund ([www.changementsclimatiques-mali.org](http://www.changementsclimatiques-mali.org)), as appropriate.
11. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each Contributor signing an Administrative Arrangement, to meet the Administrative Agent’s costs of performing the Administrative Agent’s functions described in this Memorandum of Agreement.

**Article 3**

**Financial Matters**

The Administrative Agent

1. The Administrative Agent will establish a separate ledger account (hereinafter, the “Mali Climate Fund Account”) under its financial regulations and rules for the receipt and administration of the funds received pursuant to a Standard Administrative Arrangement. Such contributions will be credited to the Mali Climate Fund Account. The Mali Climate Fund Account will be administered by the UNDP MPTF Office, as the Administrative Agent, in accordance with the UNDP applicable regulations, rules, policies and procedures, including those relating to interest. The Mali Climate Fund Account will be subject exclusively to the internal and external auditing procedures laid down in the applicable UNDP financial regulations, rules, policies and procedures.
2. 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, and the National Participating Organizations; or to Participating UN Organizations.
3. Subject to the availability of funds, the Administrative Agent will make disbursements from the Mali Climate Fund Account based on decisions from the Steering Committee, in line with the budget set forth in the programmatic document, as amended from time to time by the Steering Committee.
4. The Administrative Agent will normally make each disbursement within three (3) to five (5) business days after receipt of the relevant approved programmatic document, in accordance with the instructions received from the Steering Committee in line with the Mali Climate Fund TOR, along with a copy of the relevant approved programmatic document. The Administrative Agent will transfer funds in accordance with decisions of the Steering Committee to each National Participating Organization, on instruction from the Government Coordinating Entity, and to Participating UN Organizations through wire transfer. The Government Coordinating Entity and Participating UN Organizations will advise the Administrative Agent in writing of the bank account for transfers pursuant to this MOA. When making a transfer, the Administrative Agent will notify the Government Coordinating Entity’s Treasury Operations, with a copy to the National Participating Organization, or to the Participating UN Organization’s Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from the UNDP MPTF Office in respect of the Mali Climate Fund pursuant to this MOA. Details on disbursements to Participating UN Organizations are described in the standard Memorandum of Understanding that will be signed with Participating UN Organizations.
5. Where the balance in the Mali Climate Fund Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Steering Committee and make a disbursement, if any, in accordance with the Steering Committee’s instructions.

The Government Coordinating Entity

1. The Government has designated the Ministry of Environment and Sanitation to serve as the Government Coordinating Entity, the primary interlocutor on all aspects of the Mali Climate Fund including with respect to the Administrative Agent. The Government Coordinating Entity, and through it the National Participating Organizations, assumes full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent.

In order to carry out activities under the Mali Climate Fund, National Participating Organizations shall be proposed by the Government Coordinating Entity and approved by the Steering Committee, following assessments of financial, managerial and technical capacity by the Technical Secretariat (Agency for Environment and Sustainable Development (AEDD)). The Steering Committee shall also review and approve the proposals recommended for funding. It is understood that National Participating Organizations will disburse funds and carry out activities on the basis of the national action plan on climate change, in accordance with Article 1, Paragraph 2 above.

1. The Government Coordinating Entity will establish, and have each National Participating Organization establish, a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it by the Administrative Agent from the Mali Climate Fund Account. That separate ledger account will be administered by the Government Coordinating Entity, and National Participating Organizations in accordance with the National Regulatory Framework.
2. The Government Coordinating Entity will use, and have the National Participating Organizations use, the funds disbursed to it by the Administrative Agent from the Mali Climate Fund Account to carry out the activities for which it is responsible as set out in the approved programmatic document. The Government Coordinating Entity, and through it the National Participating Organizations, will commence and continue to conduct operations for the programmatic activities only upon receipt of disbursements as instructed by the Steering Committee. The Government Coordinating Entity, and through it the National Participating Organizations, will not make any commitments above the approved budget in the approved programmatic document, as amended from time to time by the Steering Committee. If there is a need to exceed the budgeted amount, the Government Coordinating Entity concerned will submit a supplementary budget request to the Steering Committee.

Participating UN Organizations

1. Utilization of funding by Participating UN Organizations will be in accordance with the provisions of the Memorandum of Understanding signed between the Participating UN Organizations and the Administrative Agent (Annex 2).

**Article 4**

* **Activities of the Government Coordinating Entity**
1. Before the Administrative Agent will disburse funds to a National Participating Organization, the Government Coordinating Entity will conclude agreements with each National Participating Organization setting out the terms and conditions regarding receipt of funds from the Mali Climate Fund, consistent with this MOA and the Mali Climate Fund TOR. The Government Coordinating Entity will ensure that each National Participating Organization is responsible for the activities carried out by it, in accordance with the decisions of the Steering Committee, and the National Regulatory Framework.
2. After approval of the Steering Committee of the respective National Participating Organization proposal, the Government Coordinating Entity will instruct[[2]](#footnote-2) the Administrative Agent to disburse the approved amount to the respective Organization.

1. The Government Coordinating Entity through the Mali Climate Fund Steering Committee will take the necessary steps to ensure that National Participating Organizations have the required capacities to accomplish their commitments in accordance the National Regulatory Framework.
2. Any modifications to the scope of the approved programmatic document, including as to their nature, content, sequencing or the duration thereof will be subject to mutual agreement in writing between the Government Coordinating Entity, the relevant National Participating Organization and the Steering Committee. The Government Coordinating Entity will promptly notify the Administrative Agent of any change in the budget approved by the Steering Committee, as set out in the programmatic document of any National Participating Organization. On the termination of this MOA, the ownership of equipment, supplies and other property financed from the Mali Climate Fund shall vest in the Government.
3. The Government Coordinating Entity will ensure that where a Participating Organization 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 parties, and the Administrative Agent will not be responsible for doing so.
4. In carrying out their activities, neither the Government Coordinating Entity, nor the Participating Organization will be considered as an agent of the Administrative Agent, nor will the personnel of one be considered as staff members, personnel or agents of the Administrative Agent. 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 National Participating Organizations, or their personnel, or of persons performing services on their behalf.
5. The Government Coordinating Entity will advise the Administrative Agent in writing when all activities for which the National Participating Organization are responsible under the approved programmatic document have been completed.
6. The Government Coordinating Entity recognizes that the Contributors reserve the right to discontinue future contributions if reporting obligations are not met as set forth in the Standard Administrative Arrangement, or if there are substantial deviations from agreed plans and budgets. If it is agreed by the Steering Committee, the Government Coordinating Entity, Contributors and the Administrative Agent that there is evidence of improper use of funds by National Participating Organizations, the Government Coordinating Entity will use its best efforts, through the appropriate government body, consistent with its regulations, rules, policies and procedures to recover any funds misused. The Government Coordinating Entity, in consultation with the Steering Committee, either credit any funds so recovered to the Mali Climate 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 Mali Climate Fund Account, the Administrative Agent, the Government Coordinating Entity and the Contributor will consult with a view to promptly resolving the matter.
7. The Government Coordinating Entity recognizes that it is important to take all necessary precautions to avoid inappropriate practices. To this end, the Government Coordinating Entity will guarantee the application of the National Regulatory Framework for the use of public funds by National Participating Organizations. In the event that the Government Coordinating Entity determines that an allegation in relation to the implementation of activities – including corrupt, fraudulent, collusive or coercive practices that may have taken place - is credible enough to warrant an investigation, it will promptly notify the Steering Committee and the Administrative Agent and the appropriate Malian regulatory and control bodies, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with by the appropriate government’s entity in charge of such investigations. Upon completion of the investigation, the Government Coordinating Entity will inform the Steering Committee and the Administrative Agent about the results of the investigation which will handle in accordance with the National Regulatory Framework.
* **Activities of the Participating UN Organizations**
1. Activities of the Participating UN Organizations will be carried out in accordance with the provisions of the Memorandum of Understanding signed between the Participating UN Organizations and the Administrative Agent (Annex 2).

**Article 5**

**Reporting**

1. The National Participating Organizations through the Government Coordinating Entity, and Participating UN Organizations in accordance with the Memorandum of Understanding (Annex 2), will provide the Administrative Agent with the following statements and reports, as set forth in the Mali Climate Fund TOR.
2. Annual narrative progress reports, to be provided no later than three months (31 March) after the end of the calendar year;
3. Annual financial statements and reports as of 31 December with respect to the funds disbursed to it from the Mali Climate Fund Account, to be provided no later than four months (30 April) after the end of the calendar year;
4. Final narrative reports, after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than four months (30 April) of the year following the financial closing of the Mali Climate Fund. The final report will give a summary of results and achievements compared to the goals and objectives of the Mali Climate Fund;
5. Certified final financial statements and final financial reports after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than six months (30 June) of the year following the financial closing of the Mali Climate Fund.
6. The Administrative Agent will prepare consolidated narrative progress and financial reports, based on the reports referred to in paragraph 32 (a) to (d) above, and will provide those consolidated reports to each Contributor to the Mali Climate Fund Account, as well as the Steering Committee, in accordance with the timetable established in the Administrative Arrangement.
7. The Administrative Agent will also provide the Contributors, Steering Committee and the Government Coordinating Entity with the following statements 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) As applicable, certified final financial statement (“Source and Use of Funds”) to be provided no later than seven months (31 July) of the year following the financial closing of the Mali Climate Fund.

1. Consolidated reports and related documents will be posted on the websites of the Mali Climate Fund (www.changementsclimatiques-mali.org) and the Administrative Agent (<http://mptf.undp.org>).

**Article 6**

**Monitoring and Evaluation**

1. Monitoring and evaluation of the Mali Climate Fund including, as necessary and appropriate, joint evaluation by the Government, the Government Coordinating Entity, Contributors, the Administrative Agent, and other partners, will be undertaken in accordance with the provisions contained in the Mali Climate Fund TOR.
2. The Government, Government Coordinating Entity, Contributors, together with the Participating Organizations, and the Administrative Agent, through the Steering Committee, will hold annual consultations, as appropriate, to review the status of the Mali Climate Fund.

**Article 7**

**Audit**

1. The National Participating Organizations and the Government Coordinating Entity will be audited in accordance with the Malian national audit framework. The Participating UN Organizations and the Administrative Agent will be audited in accordance with its own Financial Regulations and Rules further to Annex 2.

**Article 8
Joint Communication**

1. The Government Coordinating Entity will take appropriate measures to publicize the Mali Climate Fund and to give due credit to the other stakeholders. Information given to the press, to the beneficiaries of the Mali Climate Fund, all related publicity material, official notices, reports and publications, will acknowledge the leading role of the Government, the Contributors, the Government Coordinating Entity, 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, the Government Coordinating Entity, the Contributors and Participating Organizations in all external communications relating to the Mali Climate Fund.
2. The Administrative Agent in consultation with the Government Coordinating Entity will ensure that decisions regarding the review and approval of the Fund as well as periodic reports on the progress of implementation of the Fund, associated external evaluation are posted, where appropriate, for public information on the websites of the Mali Climate Fund (www.changementsclimatiques-mali.org) and the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include Steering Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.

**Article 9**

**Entry into Force, Termination, Expiration, Modification**

1. This MOA will come into effect upon signature by authorized representatives of the Parties and will continue in full force and effect until it is terminated.
2. UNDP’s role as the Mali Climate Fund Administrative Agent shall be limited to such time that there is no future contribution to the Mali Climate Fund, as detailed in the TOR or a successor is selected by the Steering Committee in consultation with the Contributors, no later than five years from the date of signature of this MOA.
3. This MOA will expire upon winding up of the Mali Climate Fund, or upon its termination by the Government upon selection of a successor to UNDP in accordance with paragraph 42 above, subject to the continuance in force of paragraph 45 below for the purposes therein stated. In addition, the MOA may be terminated upon 180 days notice, upon mutual agreement of the Parties, subject to the continuance in force of paragraph 45 below for the purposes therein stated.
4. This MOA may be modified only by written agreement between the Parties.
5. Commitments assumed by the Parties under this MOA will survive the expiration or termination of this MOA 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. Any balance remaining in the Mali Climate Fund Account or in the Government Coordinating Entity, individual National Participating Organizations’, and Participating UN Organizations’ separate ledger accounts upon winding up of the Mali Climate Fund will be used for a purpose as decided by the Steering Committee or returned to the Government.

**Article 10**

**Notices**

1. Any action required or permitted to be taken under this MOA may be taken on behalf of the Administrative Agent, by the Executive Coordinator of the UNDP MPTF Office, or his designated representative, and on behalf of the Government, by the Minister of Environment and Sanitation, or his/her designated representative.
2. Any notice or request required or permitted to be given or made in this MOA 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: Professor Tiémoko Sangaré

Title: Minister of Environment and Sanitation

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Telephone:

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*For the Administrative Agent:*

Name: Bisrat Aklilu

Title: Executive Coordinator, MPTF Office, UNDP

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**Article 11**

**Claims, Settlement of Disputes**

1. In the event of any controversy, claim or dispute between the Parties arising out of this MOA or the breach thereof, the Parties shall seek an amicable resolution thereof through good faith direct negotiations.
2. The Government agrees that the provisions of the Agreement between UNDP and the Government, relating to UNDP´s assistance to the country (SBAA) shall apply to UNDP and its personnel carrying out the management and other support services provided hereunder, except that the funds contributed shall be deemed resources of the Government.
3. In accordance with the SBAA, 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 MOA in the French and English language, each text being equally authentic, in two copies.

On behalf of the Government of the Republic of Mali: On behalf of UNDP:

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Date Date

signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Soumeylou Boubèye Maiga Bisrat Aklilu

Minister of Foreign Affairs Executive Coordinator

and International Cooperation Multi-Partner Trust Fund Office

ANNEX 1 – Mali Climate Fund Terms of Reference (TOR)

ANNEX 2 – Memorandum of Understanding (MoU)

ANNEX 3 - Standard Administrative Arrangement (SAA)

1. As used in this document, an approved programmatic document refers to projects, programmes which are approved by the Steering Committee for fund allocation purposes. [↑](#footnote-ref-1)
2. The Government Coordinating Entity instructs payments to National Participating Organizations and thus accepts accountability for the funds. It does not instruct payment to Participating UN Organizations because it is not accepting accountability of funds disbursed to them. [↑](#footnote-ref-2)