**STANDARD ADMINISTRATIVE ARRANGEMENT FOR**

**THE SIERRA LEONE EBOLA RECOVERY FUND (SLERF)**

**USING PASS-THROUGH FUND MANAGEMENT**

**Standard Administrative Arrangement**

**between**

**the [DONOR]**

**and**

**United Nations Development Programme Multi-Partner Trust Fund Office**

**WHEREAS,** the Government of the Republic of Sierra Leone (hereinafter the “Government”) has developed the Sierra Leone Ebola Recovery Fund (SLERF) (hereinafter the “SLERF” or “Fund”) to receive contributions to finance the SLERF including those pledged to Sierra Leone by Member States at the International Ebola Recovery Conference in New York on 10 July 2015, starting on **21 December 2015** and ending on **31 December 2018**, as may be amended from time to time, as more fully described in the Terms of Reference of the Fund dated 3 December 2015 (hereinafter the “SLERF TOR” or “Fund TOR”), a copy of which is attached hereto as ANNEX 1, and has established a coordination mechanism (hereinafter the “Steering Board”);

**WHEREAS**, the Government has appointed the United Nations Development Programme (UNDP) to provide fund administration, management and other support services related to the establishment and management of the Fund, on the terms and conditions set out in the Fund TOR, and further described in the Memorandum of Agreement (MOA) between the Government and UNDP for Management and Other Support Services related to the Fund concluded on **21 December 2015**, a copy of which is attached hereto as ANNEX 2;

**WHEREAS**, the Government has designated the Ministry of Finance and Economic Development (MOFED) to coordinate the development and implementation of the Fund’s activities on behalf of the Government and assume full financial and programmatic accountability for the funds disbursed by the Administrative Agent to the national entities through the MOFED that shall implement the activities funded by the Fund (hereinafter the “National Implementing Entities”);

**WHEREAS**, the Government may request to utilize technical cooperation provided by organizations of the United Nations system (hereinafter “Participating United Nations Organizations” or “UN Implementing Entities”), for the provision of capacity building and technical support to be funded by the SLERF, and towards that end, the relationship between the Participating UN Organizations and the Administrative Agent will be governed by the Memorandum of Understanding for Multi-Partner Trust Funds Using Pass-Through Fund Management relating to the SLERF (annexed hereto as ANNEX C);

**WHEREAS**, **the [Donor]** (hereinafter referred to as the “Donor”) wishes to provide financial support to the Fund on the basis of the Fund TOR and wishes to do so through the Administrative Agent; and

**WHEREAS,** this Standard Administrative Arrangement between the Donor and the Administrative Agent stipulates the terms and conditions of the financial support to the Fund;

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

**Section I**

**Disbursement of Funds to the Administrative Agent**

**and the Fund Account**

1. The Donor makes a contribution of **(Amount in words) US Dollars (USD amount in figures)** and such further amounts (hereinafter referred to as the “Contribution”) to support the Fund. The Contribution will enable the National Implementing Entities, through MOFED, and Participating UN Organizations to support the Fund in accordance with the Fund TOR, as may be amended from time to time. The Donor authorizes the Administrative Agent to use the Contribution for the purposes of the Fund and in accordance with this Standard Administrative Arrangement (hereinafter referred to as “Arrangement”). The Donor acknowledges that the Contribution will be co-mingled with other contributions to the Fund Account and that it will not be separately identified or administered, except where such Contribution is earmarked for a specific SLERF Priority Sector(s).
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 USD:

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

Name of Bank: Citibank, N.A.

Address of Bank: 111 Wall Street,

New York, New York 10043

Account Number: 36349626

ABA/ACH Routing No: 021000089

SWIFT Code: CITIUS33

Reference: SLERF/Sierra Leone Account

When making a transfer to the Administrative Agent, the Donor will notify the Administrative Agent’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 **Donor** unearmarked or earmarked for the [name of Priority Sector (s)]in respect of the Fund in Sierra Leone pursuant to this Arrangement. The Administrative Agent will promptly acknowledge receipt of funds in writing indicating the amount received in United States dollars and the date of receipt of the Contribution.

1. All financial accounts and statements related to the Contribution will be expressed in United States dollars.

5. The United States dollar value of a Contribution payment, if made in a currency 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.

6. The Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, policies and procedures applicable to it, including those relating to interest.

7. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the Contribution by the Donor, to cover the Administrative Agent’s costs of performing the Administrative Agent’s functions.

8. The Steering Board may request MOFED, the National Implementing Entities or Participating UN Organizations, to perform additional tasks in support of the Fund not related to the Administrative Agent functions detailed in Article 2, Paragraph 9 of the MOA and subject to the availability of funds. In this case, costs for such tasks will be decided in advance and with the approval of the Steering Board be charged to the Fund as direct costs.

9. The Administrative Agent will be entitled to charge to the Fund Account a direct cost charge in an amount(s) consistent with then-current UNDG guidance to cover the cost of continuing to render Administrative Agent functions if and when the Steering Board agrees to extend the Fund beyond the End Date with no further contribution(s) to the Fund.

**Section II**

**Disbursement of Funds to the Implementing Entities**

**and a Separate Ledger Account**

1. The Administrative Agent will make disbursements from the Fund Account in accordance with decisions from the Steering Board, in line with the approved programmatic document[[1]](#footnote-1). The disbursements to the National Implementing Entities and Participating UN Organizations will consist of direct and indirect costs as set out in the budget.

2. The National Implementing Entities receiving funds from the SLERF based on their agreements with MOFED, will establish a separate ledger account under their financial regulations and rules for the receipt and administration of the funds disbursed to it from the Fund Account. MOFED assumes full programmatic and financial accountability for the funds disbursed to the National Implementing Entities by the Administrative Agent. That separate ledger account will be administered by National Implementing Entities in accordance with the “National Regulatory Framework”, provided the laws, regulations and procedures do not contravene the principles set out in UNDP’s regulations and rules, policies and procedures, including those relating to interest.

3. 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 Fund 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, policies and procedures, including those relating to interest.[[2]](#footnote-2)

4. Where the balance in the Fund Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Steering Board and make a disbursement, if any, in accordance with the Steering Board’s decisions.

5. The Donor reserves the right to discontinue future deposits of its Contribution further to Annex D if there is: (i) failure to fulfil any obligations under this Arrangement; (ii) if there are substantial revisions of the Fund TOR; or (iii) if there are credible allegations of improper use of the funds in accordance with Section VIII of this Arrangement; provided however that before doing so, the Administrative Agent, MOFED, the Steering Board and the Donor will consult with a view to promptly resolving the matter.

**Section III**

**Implementation of the Programme**

Implementation of the Fund

1. The implementation of the programmatic activities which the Donor assists in financing under this Arrangement will be the responsibility of MOFED, and through it the National Implementing Entities, and Participating UN Organizations, as approved by the Steering Board. The activities implemented by the National Implementing Entities will be carried out in accordance with the applicable National Regulatory Framework. The activities implemented by the Participating UN Organizations will be carried out in accordance with their own applicable regulations, rules, policies and procedures including those relating to procurement as well as the selection and assessment of implementing partners. 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, policies and procedures. The Contributor will not be responsible or liable for the activities of MOFED, the National Implementing Entities, Participating UN Organizations or the Administrative Agent as a result of this Arrangement.

2. The National Implementing Entities through MOFED will carry out the activities for which they are responsible in line with the budget contained in the approved programmatic document, in accordance with the applicable National Regulatory Framework. The Participating UN Organizations will carry out the activities for which they are responsible in line with the budget contained in the approved programmatic document in accordance with the regulations, rules, directives and procedures applicable to them. Any modifications to the scope of the approved programmatic document, including as to its nature, content, sequencing or the duration thereof by the concerned National Entity(ies) or Participating UN Organization(s), will be subject to the approval of the Steering Board. The National Implementing Entities through MOFED will promptly notify the Administrative Agent through the Steering Board of any change in the budget as set out in the approved programmatic document. The Participating UN Organizations will promptly notify the Administrative Agent through the Steering Board of any change in the budget as set out in the approved programmatic document.

3. Indirect costs of the Participating UN Organizations recovered through programme support costs will be seven percent (7%). All other costs incurred by each Participating UN Organization in carrying out the activities for which it is responsible under the Fund will be recovered as direct costs.

1. MOFED, the National Implementing Entities and the Participating UN Organizations will commence and continue to conduct operations for the Fund activities only upon receipt of disbursements as instructed by the Steering Board.

5. MOFED, the National Implementing Entities and the Participating UN Organizations will not make any commitments above the budgeted amounts in the approved programmatic document.

6. If unforeseen expenditures arise, the Steering Board 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 approved programmatic document may be reduced or, if necessary, terminated by MOFED and the Participating UN Organizations.

1. As an exceptional measure, particularly during the start-up phase of the Fund, subject to conformity with their financial regulations, rules and policies, MOFED, the National Implementing Entities and Participating UN Organizations may elect to start implementation of Fund activities in advance of receipt of initial or subsequent transfers from the Fund Account by using their own resources. Such advance activities will be undertaken in agreement with the Steering Board on the basis of funds it has allocated or approved for implementation by the particular National Entity and Participating UN Organization following receipt by the Administrative Agent of signed Administrative Arrangements from donors contributing to the Fund. MOFED, the National Implementing Entities and Participating UN Organizations will be solely responsible for decisions to initiate such advance activities or other activities outside the parameters set forth above.
2. Each National Entity and Participating UN Organization will establish appropriate programmatic safeguard measures in the design and implementation of its Fund activities, thereby promoting the shared values, norms and standards of the United Nations system. These measures may include, as applicable, the respect of international conventions on the environment, on children’s rights, and internationally agreed core labour standards.

Special Provisions regarding Financing of Terrorism

1. Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Participants are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Participants and MOFED, the National Implementing Entities and Participating UN Organizations recognize their obligation to comply with any applicable sanctions imposed by the UN Security Council. MOFED, the National Implementing Entities and Participating UN Organizations will use all reasonable efforts to ensure that the funds transferred to it in accordance with the MOA and MOU 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 Arrangement, a National Entity or Participating UN Organization determines there are credible allegations that funds transferred to it in accordance with this Arrangement 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 Steering Board, the Administrative Agent and the Donor and, in consultation with the donors as appropriate, determine an appropriate response.

**Section IV**

**Equipment and Supplies**

Ownership of equipment and supplies procured, and intellectual property rights associated with works produced, using funds transferred to MOFED or the National Implementing Entities under the MOA, shall be vested in the Government.

Ownership of equipment and supplies procured, and intellectual property rights associated with works produced, using funds transferred to Participating UN Organization under the MOU, will be determined in accordance with the regulations, rules, policies and procedures applicable to such Participating UN Organization, including any agreement with the relevant Government.

**Section V**

# **Reporting**

1. The Administrative Agent will provide MOFED, the Contributor and the Steering Board, through the Fund Secretariat, with the following statements and reports, based on submissions provided to the Administrative Agent by each National Entity, through MOFED, and each Participating UN Organization prepared in accordance with the accounting and reporting procedures applicable to it, as set forth in the Fund TOR:

1. Annual consolidated narrative progress reports, based on the annual narrative progress reports received, from the National Implementing Entities through MOFED and the Participating UN Organizations, to be provided no later than five months (31 May) after the end of the calendar year;
2. Annual consolidated financial reports, based on the annual financial statements and reports received the National Implementing Entities through MOFED and the Participating UN Organizations, as of 31 December with respect to the funds disbursed from the Fund Account, to be provided no later than five months (31 May) after the end of the calendar year;
3. Final consolidated narrative report, based on the final narrative reports received from the National Implementing Entities through MOFED, and Participating UN Organizations, after the completion of the activities in the approved programmatic document, including the final year of the activities in the approved programmatic document, to be provided no later than six months (30 June) after the end of the calendar year in which the operational closure of the Fund occurs;
4. Final consolidated financial report, based on certified final financial statements and final financial reports received from the National Implementing Entities through MOFED and the Participating UN Organizations, after the completion of the activities in the approved programmatic document, including the final year of the activities in the approved programmatic document, to be provided no later than five months (31 May) after the end of the calendar year in which the financial closing of the Fund occurs.

2. Annual and final reporting 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 Fund. The financial reports will provide information on the use of financial resources against the outputs and outcomes in the agreed upon results framework.

3. The Administrative Agent will provide the Contributor, Steering Board, MOFED, and Participating UN Organizations, through the Fund Secretariat, 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 five months (31 May) after the end of the calendar year in which the financial closing of the Fund occurs.

4. Consolidated reports and related documents will be posted on the website of the the Administrative Agent (<http://mptf.undp.org>).

**Section VI**

**Monitoring and Evaluation**

Monitoring

1. Monitoring of the Fund will be undertaken in accordance with the Fund TOR. The Contributor, MOFED, the Fund Secretariat, National Implementing Entities, the Administrative Agent and the Participating UN Organizations, through the Steering Board, will hold consultations at least annually, as appropriate, to review the status of the Fund. In addition, the Contributor, MOFED, the Fund Secretariat, National Implementing Entities, the Administrative Agent and the Participating UN Organizations will discuss any substantive revisions to the Fund, 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 Fund TOR, financed in full or in part through the Contribution.

Evaluation

2. Evaluation of the Fund including, as necessary and appropriate, joint evaluation by the Government, MOFED, the Contributor, the Participating UN Organizations, the Administrative Agent, and other partners will be undertaken in accordance with the Fund TOR.

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

4. In addition, the Donor may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation with MOFED, the Administrative Agent, National Implementing Entities and Participating UN Organizations under this Arrangement, with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes. MOFED, the Administrative Agent, National Implementing Entities and the Participating UN Organizations 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. MOFED, the National Implementing Entities and Participating UN Organizations 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 Contributor, unless otherwise agreed. It is understood by the Participants 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 Arrangement.

**Section VII Audit**

External and Internal Audit

1. The activities of the Administrative Agent, MOFED, the National Implementing Entities and Participating UN Organizations in relation to the Fund will be exclusively audited by their respective internal and external auditors in accordance with their own financial regulations and rules. The corresponding external and internal audit reports will be disclosed publicly unless the relevant policies and procedures of the Administrative Agent, MOFED, or Participating UN Organizations provide otherwise.

Joint Internal Audits

1. The Internal Audit Services of the UN organizations involved in the Fund may consider conducting joint internal audits thereof in accordance with the Framework for Joint Internal Audits of UN Joint Activities, including its risk-based approach and provisions for disclosure of internal audit reports related to the Fund. In doing so, the Internal Audit Services of the Administrative Agent and the Participating UN Organizations will consult with the Steering Board.

Cost of Internal Audits

1. The total costs of internal audit activities in relation to the Fund will be borne by the Fund.

Audits of Implementing Partners

1. The part of the Contribution transferred by MOFED or a National Entity to its implementing partners for activities towards the implementation of the Fund will be audited as provided under the National Regulatory Framework and Fund TOR. The disclosure of the corresponding audit reports will be made according to the policies and procedures of the Sierra Leone Audit Act of 2014.. The part of the Contribution transferred by a Participating UN Organization to its implementing partners for activities towards the implementation of the Fund will be audited as provided under that Participating UN Organization’s financial regulations and rules, as well as its policies and procedures. The disclosure of the corresponding audit reports will be made according to the policies and procedures of the Sierra Leone Audit Act of 2014 and/or that Participating UN Organization.

**Section VIII**

**Fraud, Corruption and Unethical Behaviour**

1. The Participants are firmly committed to take all necessary precautions to avoid and address corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices. The Administrative Agent, MOFED, the National Implementing Entities and the Participating UN Organizations recognize that it is important that all government and United Nations staff, individual contractors, implementing partners, vendors and any third parties which are involved either in joint activities or in those of the Administrative Agent, MOFED, the National Implementing Entities or Participating UN Organizations (such individuals and entities being hereinafter referred to, together as the “Individuals/Entities”, and individually as the “Individual/Entity”) must adhere to the highest standard of integrity as defined by each relevant organization. To this end, the Administrative Agent, MOFED, each National Entity and each Participating UN Organization will maintain standards of conduct that govern the performance of the Individuals/Entities, to prohibit practices which are contrary to this highest standard in any activity related to the Fund. If an Individual/Entity is a UN organization, the Participating UN Organization engaging that Individual/Entity will rely upon that Individual’s/Entity’s standard of integrity. The Individuals/Entities must not engage in corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices, as defined below.

1. In this Arrangement,
2. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another individual or entity;
3. “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, an individual or an entity to obtain a financial or other benefit, or to avoid an obligation;
4. “Collusive practice” means an arrangement between two or more individuals and/or entities designed to achieve an improper purpose, including influencing improperly the actions of another individual or entity;
5. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any individual or entity or the property of the individual or entity to influence improperly the actions of an individual or entity;
6. “Unethical practice” means the conduct of behavior that is contrary to staff or supplier codes of conduct such as those relating to conflict of interest, gifts and hospitality, and post-employment provisions; and
7. “Obstructive practice” means acts or omissions intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption.

Investigations

1. (a) Investigations of allegations of wrongdoing by Individuals/Entities involved in the Fund which are contracted by the MOFED, a National Entity, Administrative Agent, or a Participating UN Organization will be carried out by the Investigation Service of the Government (MOFED or National Entity) and UN organization with which the potential subject of investigation is contracted (Administrative Agent or Participating UN Organization), in accordance with that Government’s or UN organization’s internal policies and procedures.

(b)

(i) MOFED recognizes that it is important to take all necessary precautions to avoid inappropriate practices. To this end, it will guarantee the application of the National Regulatory Framework for the use of public funds by the National Implementing Entities. In the event that MOFED determines that an allegation in relation to the implementation of the activities for which a National Entity is accountable is credible enough to warrant an investigation, it will promptly notify the Steering Board, the Administrative Agent of the Fund, and the appropriate Sierra Leonean regulatory and control bodies to the extent that such notification does not jeopardize the conduct of the investigation, including but not limited to the prospects of recovery of funds or the safety or security of persons or assets. The allegation will be dealt with by the appropriate entity of the Government in charge of such investigations. Upon completion of the investigation, MOFED will inform the Steering Board and the Administrative Agent about the results of the investigation which will handle in accordance with the National Regulatory Framework.

(ii) In the event that the Investigation Service of the Administrative Agent determines that an allegation in relation to the implementation of the activities for which the Administrative Agent is accountable is credible enough to warrant an investigation, the Administrative Agent will promptly notify the Steering Board to the extent that such notification does not jeopardize the conduct of the investigation, including but not limited to the prospects of recovery of funds or the safety or security of persons or assets.

(iii) In the event that the Investigation Service of a Participating UN Organization determines that an allegation in relation to the implementation of the activities for which that Participating UN Organization is accountable is credible enough to warrant an investigation, it will promptly notify the Steering Board and the Administrative Agent of the Fund, to the extent that such notification does not jeopardize the conduct of the investigation, including but not limited to the prospects of recovery of funds or the safety or security of persons or assets.

(iv) In the case of such notification, it is the responsibility of the Steering Board and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Donor.

(v) In case of a credible allegation, MOFED, the relevant National Entity(ies) and the relevant UN organization(s) will take timely and appropriate action in accordance with its regulations, rules, policies and procedures, which may include withholding further disbursements to the Individual(s)/Entity(ies) allegedly involved in the corrupt, fraudulent, collusive, coercive, unethical or obstructive practices as defined above.

(c)

(i) The Government’s Investigation Service reviewing the credibility of an allegation or conducting the investigation will determine the best path towards resolution of the investigation and whether the alleged wrongdoing is limited to one National Entity or whether more National Implementing Entities involved in the Fund may also be affected. If the Investigation Service determines that more than one National Entity could be affected by the alleged wrongdoing, it will follow the procedure described below in clause (iii).

(ii) The UN organization’s Investigation Service reviewing the credibility of an allegation or conducting the investigation will share information as appropriate with counterpart Investigation Services of the other UN organizations involved in the Fund (Administrative Agent or Participating UN Organization) to determine the best path towards resolution of the investigation and whether the alleged wrongdoing is limited to such UN organization or whether one or more other UN organizations involved in the Fund (Administrative Agent or one or more Participating UN Organizations) may also be affected. If the relevant Investigation Services determine that more than one UN organization could be affected by the alleged wrongdoing, they will follow the procedure described below in clause (iv).

(iii) Where a potential subject of an investigation is contracted by more than one National Entity involved in the Fund, the Government’s Investigation Services may consider conducting joint or coordinated investigations.

(iv) Where a potential subject of an investigation is contracted by more than one UN organization involved in the Fund, the Investigation Services of the UN organizations concerned (Administrative Agent or Participating UN Organization) may consider conducting joint or coordinated investigations, determining which investigation framework to use.

(d)

(i) Upon completion of the internal reporting on their investigation by the Government’s Investigation Service as established in itsrespective internal policies and procedures, MOFED will provide information on the results of their investigation(s) to the Administrative Agent and the Steering Board. Following such receipt of information on the results of the investigation(s), it is the responsibility of the Steering Board and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Donor.

(ii) Upon completion of the internal reporting on their investigation by the Participating UN Organization(s) concerned as established in their respective internal policies and procedures, the Participating UN Organization(s) will provide information on the results of their investigation(s) to the Administrative Agent and the Steering Board. In the case of the Administrative Agent, upon completion of its internal reporting, it will provide the information on the results of its investigation to the Steering Board. Following such receipt of information on the results of the investigation(s), it is the responsibility of the Steering Board and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Donor.

(e)

(i) MOFED, in consultation with the Government’s Investigation Service, will determine what disciplinary and/or administrative measures, including referral to national authorities, may be taken as a result of the investigation, according to its internal policies and procedures on disciplinary and/or administrative measures, including vendor sanction mechanism, as appropriate. MOFED will share information on measures taken as a result of the investigation(s) with the Administrative Agent and the Steering Board of the Fund. Following such receipt of information on measures taken as a result of the investigation(s), it is the responsibility of the Steering Board and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Donor.

(i) Each UN organization(s) concerned (Administrative Agent or Participating UN Organization) will determine what disciplinary and/or administrative measures, including referral to national authorities, may be taken as a result of the investigation, according to its internal policies and procedures on disciplinary and/or administrative measures, including vendor sanction mechanism, as appropriate. The Participating UN Organization(s) concerned will share information on measures taken as a result of the investigation(s) with the Administrative Agent and the Steering Board of the Fund. The Administrative Agent will share information on measures taken as a result of its own investigation with the Steering Board. Following such receipt of information on measures taken as a result of the investigation(s), it is the responsibility of the Steering Board and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Donor.

Recovery of Funds

4. If there is evidence of improper use of funds as determined after an investigation, MOFED will repay an amount equivalent to the amount of the funds found to have been misused, into the Fund’s Account from its owns resources. Should repayment to the Fund Account not occur within a reasonable period of time as shall be established by the Steering Board, the Contributors may elect to terminate any further fund transfer to the programmatic activity in question. In cases of serious or wide-spread fraud that are judged to be harmful to the reputation of the Fund, the Contributors in consultation with the Steering Board will suspend all further fund transfers until adequate remedial measures have been taken. Once actions have been taken, the case will be presented to and discuss with the Steering Board. In cases where the Government, Contributors and Administrative Agent are unable to reach consensus on a corrective course of action, final decision-making in relation to the future disbursement will lie with the donors, and final decision-making in relation to sanctioning individuals under Sierra Leonean law will lie with the Government and will be based on the National Regulatory Framework.

5. If there is evidence of improper use of funds as determined after an investigation, the UN organization(s) concerned (Administrative Agent or Participating UN Organization) will use their best efforts, consistent with their respective regulations, rules, policies and procedures to recover any funds misused. With respect to any funds recovered, the Participating UN Organization will consult with the Steering Board, the Administrative Agent and the Donor. The Donor may request that such funds be returned to it in proportion to its Contribution to the Fund, in which case the Participating UN Organization would credit that portion of the funds so recovered to the Fund Account and the Administrative Agent would return that portion of such funds to the Donor in accordance with Section X, paragraph 6. For any such funds the Donor does not request to be returned to it, such funds will either be credited to the Fund Account or used by the Participating UN Organization for a purpose mutually agreed upon.

6. The Administrative Agent and the Participating UN Organizations will apply the provisions of Section VIII, paragraphs 1 to 4 above in accordance with their respective accountability and oversight framework as well as relevant regulations, rules, policies and procedures.

**Section IX**

**Communication and Transparency**

1. Subject to the regulations, rules, policies and procedures of MOFED, National Implementing Entities and Participating UN Organizations, information given to the press, to the beneficiaries of the Fund, all related publicity material, official notices, reports and publications, will highlight the results achieved and acknowledge the role of the Host Government, the Contributors, the Participating UN Organizations, the Administrative Agent and any other relevant entities.
2. The Administrative Agent in consultation with MOFED and Participating UN Organizations 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 are posted, where appropriate, for public information on the website the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include Steering Board approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.
3. The Contributor, MOFED, the Administrative Agent and the Participating UN Organizations are committed to principles of transparency with regard to the implementation of the Fund, consistent with their respective regulations, rules, policies and procedures. The Contributor, MOFED, the Administrative Agent, Participating UN Organizations and the Host Government, if applicable, will endeavor to consult prior to publication or release of any information regarded as sensitive.

**Section X**

**Expiration, Modification, Termination and Unspent Balances**

1. The Administrative Agent will notify the Contributor when it has received notice from MOFED and all Participating UN Organizations that the activities for which they are responsible under the approved programmatic document have been completed and the Fund is operationally closed.

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 written notice to the other Participant, subject to the continuance in force of paragraph 4 below for the purpose therein stated.

4. Notwithstanding the termination of this Arrangement, the amount of the Contribution transferred to the Administrative Agent up to and including the date of termination of this Arrangement will continue to be used to support the Fund until completion of the Fund, at which point, any remaining balances will be dealt with according to paragraph 5 below.

5. Any balance remaining in the Fund Account upon completion of the Fund will be used for a purpose mutually agreed upon or returned to the Contributor in proportion to its contribution to the Fund as decided upon by the Contributor and the Steering Board.

6. When returning funds to the Contributor in accordance with paragraph 5 above or Section VIII, paragraphs 4 and 5, the Administrative Agent will notify the Contributor of the following: (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from the SLERF Administrative Agent in respect of the SLERF pursuant to this Arrangement. The Donor will promptly acknowledge receipt of funds in writing.

7. This Arrangement will expire upon the delivery to the Donor of the certified final financial statement pursuant to Section V, paragraph 3(b).

**Section XI**

**Notices**

1. Any action required or permitted to be taken under this Arrangement may be taken on behalf of the Contributor, by \_\_\_\_\_\_\_\_\_\_ or his or her designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator of the MPTF Office or her 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 Participant to which it is required to be given or made, at such Participant’s address specified below or at such other address as the Participant will have specified in writing to the Participant giving such notice or making such request.

*For the Donor [all issues except those related to fraud and investigation]:*

Name (optional): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Electronic mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

*For the Donor [all issues related to fraud and investigation]:*

Name (optional): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Electronic mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

*For the Administrative Agent:*

Name: Ms. Jennifer Topping

Title: Executive Coordinator, MPTF Office, UNDP

Address: 304, 45th Street, 11th Floor, New York, NY 10017

Telephone: 212 906 6880

Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Electronic mail: [jennifer.topping@undp.org](mailto:jennifer.topping@undp.org)

**Section XII**

**Entry into Effect**

This Arrangement will come into effect upon signature thereof by the Participants and will continue in effect until it expires or is terminated.

**Section XIII**

**Settlement of Disputes**

Any dispute arising out of the Contribution to the Fund will be resolved amicably through dialogue among the Contributor, MOFED, the Administrative Agent and the concerned Participating UN Organization.

**Section XIV**

**Privileges and Immunities**

Nothing in this Standard Administrative Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, the Administrative Agent, or each Participating UN Organization.

Any dispute arising out of the Donor’s Contribution to the Fund will be resolved amicably through dialogue 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:*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*For the Administrative Agent:*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Jennifer Topping

Title: Executive Coordinator, MPTF Office

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEX A: SLERF Terms of Reference (TOR)

ANNEX B: Memorandum of Agreement (MOA) for Management and other Support Services related to SLERF

ANNEX C: Memorandum of Understanding (MOU) for Multi-Partner Trust Funds Using Pass-Through Fund Management relating to the SLERF

ANNEX D: Schedule of Payments

**ANNEX D**

**SCHEDULE OF PAYMENTS**

**Schedule of Payments: Amount:**

Upon signature US$ \_\_\_\_\_\_\_\_\_\_

1. 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 Steering Board of the Fund for fund allocation purposes. [↑](#footnote-ref-1)
2. Where the Administrative Agent is also a Participating UN Organization, it will need to open its own separate ledger account and transfer funds from the Fund Account to its separate ledger account. [↑](#footnote-ref-2)