STANDARD ADMINISTRATIVE ARRANGEMENT FOR

Sustainable Development Goals (SDGs) Acceleration Fund for Albania Phase II

USING PASS-THROUGH FUND MANAGEMENT[1]

[1] This Standard Administrative Arrangement has been agreed upon by the members of the United Nations Sustainable Development Group (UNSDG). Any substantial ('substantial' would imply changes that are linked to the legal relationships described in the Standard Administrative Arrangement, the governance mechanisms, reporting arrangements or equivalent) modification to the Standard Administrative Arrangement requires the prior written agreement of the Participating UN Organizations and Administrative Agent, and needs be cleared by the Fiduciary Management and Oversight Group through the UN Development Coordination Office (DCO).

Standard Administrative Arrangement
between
Swiss Agency for Development and Cooperation
acting through
the Embassy of Switzerland in Albania,
and
the UNDP Multi-Partner Trust Fund Office

WHEREAS, Participating United Nations Organizations (hereinafter referred to collectively as the "Participating UN Organizations") that have signed a Memorandum of Understanding have developed a SDGs Acceleration Fund for Albania Phase II (hereinafter referred to as the "Fund") starting on 01 January 2022 and ending on 31 December 2026[2] (hereinafter "End Date"), as may be amended from time to time, as part of their respective development cooperation with the Government of Albania (hereinafter referred to as the "Host Government"), as more fully described in the Terms of Reference of the Fund (hereinafter referred to as the "TOR"), a copy of which is attached hereto as **ANNEX A;** and have agreed to establish a coordination mechanism (hereinafter referred to as the "Steering Committee") [3] to facilitate the effective and efficient collaboration between the Participating UN Organizations and the Host Government for the implementation of the Fund;

WHEREAS, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with donors who wish to support the implementation of the Fund and have developed a TOR to use as the basis for mobilising resources for the Fund, and have further agreed that they should offer donors the opportunity to contribute to the Fund and receive reports on the Fund through a single channel;

WHEREAS, the Participating UN Organizations have appointed **the United Nations Development Programme** (hereinafter referred to as the "Administrative Agent") (which is also a Participating UN Organization in connection with the Fund) through the Multi-Partner Trust Fund Office in a Memorandum of Understanding (hereinafter referred to as the "MoU") concluded between, the Administrative Agent and Participating UN Organizations on **dd/mm/yyyy**, attached hereto for informational purposes as Annex C to serve as their administrative interface between donors and the Participating UN Organizations for these purposes. To that end the Administrative Agent has established a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received from donors who wish to provide financial support to the Fund through the Administrative Agent (hereinafter referred to as the "Fund Account");

[2] This is the date that the Fund is expected to come to operational closure as stipulated in the TOR and all programmatic activities are expected to be completed.

[3] The composition and role of the Steering Committee will be determined in line with the applicable UN rules and policies, and guidance for the Fund, the UNDG Guidance on MDTFs and the UNDG Standard Operating Procedures for countries adopting the "Delivering as One" approach (SOPs).

WHEREAS, the Swiss Agency for Development and Cooperation (hereinafter referred to as the "Donor") wishes to provide financial support to the Fund on the basis of the TOR as part of its development cooperation with the Host Government and wishes to do so through the Administrative Agent as proposed by the Participating UN Organizations; 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, [and is not considered an international treaty and is not enforceable under international law][4];

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/Programme Account

1. The Donor makes a contribution of up to Eight Million Swiss Francs (CHF 8,000,000) and such further amounts (hereinafter referred to as the "Contribution") to support the Fund. The Contribution will enable the Participating UN Organizations to support the Fund in accordance with the 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.

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:	UNDP Multi-Partner Trust Fund Office (USD) Account
Account Number:	36349626
Name of Bank:	Citibank, N.A.
Address of Bank:	111 Wall Street New York, New York 10043
SWIFT Code:	CITIUS33
ABA:	021000089
Reference:	Alb SDG II Account

[4] DRAFTING NOTE: Some donor governments require this language in the Arrangement. Therefore bracketed language should be deleted if not applicable.

3. 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 Swiss Agency for Development and Cooperation** in respect of the Fund in **Albania** (if applicable) 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.

4. 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 Committee may request any of the Participating UN Organizations, to perform additional tasks in support of the Fund not related to the Administrative Agent functions detailed in Section I, paragraph 2 of the MoU 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 Committee 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 Committee agrees to extend the Fund beyond the End Date with no further contribution(s) to the Fund.

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

1. The Administrative Agent will make disbursements from the Fund Account in accordance with decisions from the Steering Committee, in line with the approved

programmatic document[5]. The disbursements to the Participating UN Organizations will consist of direct and indirect costs as set out in the Fund budget.

2. Each Participating UN Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the 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.[6]

3. 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 Committee and make a disbursement, if any, in accordance with the Steering Committee's decisions.

4. The Donor reserves the right to discontinue future deposits of its Contribution further to Annex B if there is: (i) failure to fulfil any obligations under this Arrangement, including those related to Section IX; (ii) if there are substantial revisions of the 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, the Steering Committee and the Donor will consult with a view to promptly resolving the matter.

Section III
Activities of the Participating UN Organization

Implementation of the Fund/Programme

1. The implementation of the programmatic activities which the Donor assists in financing under this Arrangement will be the responsibility of the Participating UN Organizations and will be carried out by each Participating UN Organization in accordance with its own applicable regulations, rules, policies and procedures including 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 Donor will not be responsible or liable for the activities of the Participating UN Organizations or the Administrative Agent as a result of this Arrangement.

[5] 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 Committee of a One UN Fund for fund allocation purposes.

[6] 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.

2. 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. Any modifications to the scope of the approved programmatic document, including as to its nature, content, sequencing or the duration thereof by the concerned Participating UN Organization(s), will be subject to the approval of the Steering Committee. The Participating UN Organization will promptly notify the Administrative Agent through the Steering Committee 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.

4. 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 Committee.

5. 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 Committee will submit, through the Administrative Agent, a supplementary budget to the Donor showing the further financing that will be necessary. If no such further financing is available, the activities to be carried out under the approved programmatic document may be reduced or, if necessary, terminated by the Participating UN Organizations.

7. As an exceptional measure, particularly during the start-up phase of the Fund, subject to conformity with their financial regulations, rules and policies, 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 Committee on the basis of funds it has allocated or approved for implementation by the particular Participating UN Organization following receipt by the Administrative Agent of signed Administrative Arrangements from donors contributing to the Fund. Participating UN Organizations will be solely responsible for decisions to initiate such advance activities or other activities outside the parameters set forth above.

8. Each 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

9. 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 the Participating UN Organizations recognize their obligation to comply with any applicable sanctions imposed by the UN Security Council. Each of the Participating UN Organizations will use all reasonable efforts to ensure that the funds transferred to it in accordance with the 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 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 Committee, 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 the 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 Host Government, if applicable.

Section V
Reporting

1. The Administrative Agent will provide the Donor and the Steering Committee with the following statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization and the Resident Coordinator's Office prepared in accordance with the accounting and reporting procedures applicable to it, as set forth in the TOR:

(a) Annual consolidated narrative progress reports, to be provided no later than five months (31 May) after the end of the calendar year;

(b) Annual consolidated financial reports, 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;

(c) Final consolidated narrative report, 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/Programme occurs;

(d) Final consolidated financial report, based on certified final financial statements and final financial reports received from Participating UN Organizations after the completion of the 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/Programme 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 Donor, Steering Committee and Participating UN Organizations with the following reports on its activities as Administrative Agent:

(a) Certified annual financial statement ("Source and Use of Funds" 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 Fund occurs.

4. Consolidated reports and related documents will be posted on the websites of the UN in Albania [https://albania.un.org/] and 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 TOR. The Donor, the Administrative Agent and the Participating UN Organizations will hold

consultations at least annually, as appropriate, to review the status of the Fund. In addition, the Donor, 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, including those related to Section IX, which interfere or threaten to interfere with the successful achievement of the outcomes outlined in the 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 Participating UN Organizations, the Administrative Agent, the Donor, the Host Government (if applicable) and other partners will be undertaken in accordance with the TOR.

3. The Steering Committee and/or Participating UN Organizations 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 of the UN in Albania [https://albania.un.org/] and 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 the Administrative Agent and the 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. The Administrative Agent 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. 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 Donor, 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 and each Participating UN Organization 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 or each Participating UN Organization provide otherwise.

Joint Internal Audits

2. 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 Committee.

Cost of Internal Audits

3. The costs of internal audit activities in relation to the SDG Acceleration Fund in Albania will be borne by the Internal Audit Services of the UN organizations involved.

Audits of Implementing Partners

3. 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 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 and the Participating UN Organizations recognize that it is important that all 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 or Participating UN Organization (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 UN organization. To this end, the Administrative Agent 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.

2. In this Arrangement,

(a) "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;

(b) "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;

(c) "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;

(d) "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;

(e) "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

(f) "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

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

(b)

(i) 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 Committee 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.

(ii) 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 Committee

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.

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

(iv) In case of a credible allegation, 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 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 (ii).

(ii) 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) 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 Committee. 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 Committee. Following such receipt of information on the results of the investigation(s), it is the responsibility of the Steering Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Donor.

(e) 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 Committee of the Fund. The Administrative Agent will share information on measures taken as a result of its own investigation with the Steering Committee. Following such receipt of information on measures taken as a result of the investigation(s), it is the responsibility of the Steering Committee 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, 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 Committee, 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/Programme Account and the Administrative Agent would return that portion of such funds to the Donor in accordance with Section XI, 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/Programme Account or used by the Participating UN Organization for a purpose mutually agreed upon.

5. 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
Sexual Exploitation and/or Sexual Abuse, and/or Sexual Harassment

1. The Participants have zero tolerance for and are firmly committed to take all necessary measures to prevent and address instances of sexual exploitation and sexual abuse in programming activities, and sexual harassment. The Administrative Agent and the Participating UN Organizations recognize that it is important that all 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 or Participating UN Organization (such individuals and entities being hereinafter referred to, together as the "Individuals/Entities", and individually as the "Individual/Entity") will adhere to the highest standards of integrity and conduct as defined by each relevant UN organization. The Individuals/Entities will not engage in Sexual Exploitation, Sexual Abuse and Sexual Harassment, as defined below.

2. Definitions:

(a) "Sexual Exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

(b) "Sexual Abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and

(c) "Sexual Harassment" means any unwelcome conduct of a sexual nature, that might reasonably be expected or be perceived to cause offense or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. Sexual harassment may occur in the workplace or in connection with work. While typically involving a pattern of conduct, sexual harassment may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

3. Investigation and reporting:

(a) Investigation:

(i) Investigations of allegations of Sexual Exploitation and/or Sexual Abuse arising in programmatic activities funded by the Fund, will, where appropriate, be carried out by the Investigation Service of the relevant Participating UN Organization in accordance with its rules, regulations, policies and procedures. Where the implementing partner of that funded activity and its responsible parties, sub-recipients and other entities engaged to provide services in relation to programmatic activities are UN Organizations, investigations of such allegations will be carried out by the Investigation Service of the relevant UN Organization in accordance with their rules, regulations, policies and procedures. In cases where the relevant Participating UN Organization is not conducting the investigation itself, the relevant Participating UN Organization will require that the implementing partner of that funded activity and its responsible parties, sub-recipients and other entities engaged to provide services in relation to programmatic activities, investigate allegations of Sexual Exploitation and Sexual Abuse credible enough to warrant an investigation.

(ii) 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.

(iii) Investigations of allegations of Sexual Harassment by UN staff and personnel involved in the Fund and contracted by the Administrative Agent and/or

each Participating UN Organisation will be carried out by the Investigation Service of the relevant UN Organization in accordance with its rules, regulations, policies and procedures.

(b) Reporting on allegations investigated by PUNOs and their implementing partners

(i) The Steering Committee, the Administrative Agent of the Fund and the Donors will be promptly notified of allegations of Sexual Exploitation and/or Sexual Abuse received/under investigation by the Participating UN Organization, as well as of any allegations credible enough to warrant an investigation received from the Participating UN Organization's implementing partners, through the Secretary-General's reporting mechanism on Sexual Exploitation and Sexual Abuse (the "Report")[7], without prejudice to the status of the Participating UN Organisation.

(ii) The Participating UN Organizations that do not participate in the Report will promptly notify the Steering Committee, the Administrative Agent of the Fund and the Donors of allegations of Sexual Exploitation and/or Sexual Abuse received/under investigation by any such Participating UN Organization through their normal method of reporting of such matters to their relevant governing bodies.

(c) Reporting on credible allegations and measures taken following an investigation:

(i) The Steering Committee, the Administrative Agent of the Fund and the Donors will be promptly notified of credible allegations of Sexual Exploitation and/or Sexual Abuse investigated by the Participating UN Organization, as well as of any credible allegations that have been investigated by and received from the Participating UN Organization's implementing partners, through the Report.

(ii) In those cases where the respective Participating UN Organization determined that a case would have significant impact on a Participating UN Organisation's partnership with the Fund and/or with the Donor(s), the Participating UN Organization(s) will promptly provide information containing the level of detail as found in the Report, on the results of their investigation(s) or the investigations conducted by its implementing partners that they are aware of, with respect to the cases in the Report relating to the activities funded by the Fund, which resulted in a finding of Sexual Exploitation and/or Sexual Abuse, to the Administrative Agent and the Steering Committee Chair. Following such receipt of information on the results of the investigation(s), it is the responsibility of the Administrative Agent to communicate promptly with the relevant integrity / investigation offices (or equivalent) of the Donor.

(iii) Following a determination of a credible allegation of Sexual Exploitation and/or Sexual Abuse, each Participating UN Organization will determine what

[7] The level of detail of information included in the Report at different stages of the investigation process can be seen at https://www.un.org/preventing-sexual-exploitation-and-abuse/content/data-allegations-un-system-wide. Information is published both in real time and through monthly reports.

contractual, disciplinary and/or administrative measures, including referral to national authorities, may be taken as a result of an investigation, according to its internal regulations, rules, policies and procedures on disciplinary and/or administrative measures, as appropriate. The Participating UN Organization(s) concerned will share information on measures taken as a result of the credible allegation of Sexual Exploitation and/or Sexual Abuse in its programmatic activities financed by the Fund with the Administrative Agent and the Steering Committee through the Report.

(iv) With respect to credible allegations of Sexual Harassment (regarding Participating UN Organization's internal activities) the relevant Participating UN Organization will share information on measures taken with the Administrative Agent, the Steering Committee and the Donors of the Fund through their regular reporting to their relevant governing bodies. The Administrative Agent will share information on measures taken as a result of its own investigation which resulted in a finding of credible allegation of Sexual Harassment regarding its internal activities, with the Steering Committee and the Donors of the Fund through its regular reporting to its relevant governing body.

4. Any information provided by Participating UN Organizations in accordance with the foregoing paragraphs, will be shared in accordance with their respective regulations, rules, policies and procedures and without prejudice to the safety, security, privacy and due process rights of concerned individuals.

Section X
Communication and Transparency

1. Subject to the regulations, rules, policies and procedures of the Participating UN Organization, 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 Donor, the Participating UN Organizations, the Administrative Agent and any other relevant entities.

2. The Administrative Agent in consultation with the Participating UN Organizations will ensure that decisions regarding the review and approval of the Fund as well as periodic reports on the progress of implementation of the Fund are posted, where appropriate, for public information on the websites of the UN in [country] [website URL] 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.

3. The Donor, 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 Donor, 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 XI
Expiration, Modification, Termination and Unspent Balances

1. The Administrative Agent will notify the Donor when it has received notice from all Participating UN Organizations that the activities for which they are responsible under the 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 Donor in proportion to its contribution to the Fund as decided upon by the Donor and the Steering Committee.

6. When returning funds to the Donor in accordance with paragraph 5 above or Section VIII, paragraph 4, the Administrative Agent will notify the Donor of the following: (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from the Multi-Partner Trust Fund Office in respect of the Fund in [name of country] (if applicable) 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 XII
Notices

1. Any action required or permitted to be taken under this Arrangement may be taken on behalf of the Donor, by Mr. Adrian Maître, Head of Mission, Embassy of Switzerland in Albania or his or her designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator of the Multi-Partner Trust Fund Office or his 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: Adrian Maître
Title: Head of Mission
Address: Rr. Ibrahim Rugova, Nr. 3/1, 1019 Tirana, Albania
Telephone: +35542240102
Electronic mail: tirana@eda.admin.ch

For the Administrative Agent:

Title: Executive Coordinator, MPTF Office, UNDP
Address: 304 East 45th Street, 11th Floor New York, NY 10017, USA
Telephone: +1 212 906 6880
Facsimile: +1 212 906 6990
Electronic mail: executivecoordinator.mptfo@undp.org

Section XIII
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 XIV
Settlement of Disputes

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.

Section XV
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 Programme 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: Adrian Maître
Title: Head of Mission
Place: Tirana
Date: _____

For the Administrative Agent:

Signature: _____
Name: Jennifer Topping
Title: Executive Coordinator, MPTFO
Place: New York
Date: _____

For the UN Resident Coordinator
Signature: _____
Name: _____
Title: UN Resident Coordinator in Albania
Place: _____
Date: _____

ANNEX A: TOR

ANNEX B: Schedule of Payments

ANNEX C: Standard MOU between Participating UN Organisations, Administrative Agent and UN Resident Coordinator

ANNEX B

SCHEDULE OF PAYMENTS

Schedule of Payments[8]:	**Amount:**
August 2021	1’400’000 CHF
August 2022	2’000’000 CHF
August 2023	2’000’000 CHF
August 2024	2’000’000 CHF
August 2025	600’000 CHF

SAA Tracking Information (IATI or other)		
Administrative Agent	Administrative Agent IATI organisation identifier: Administrative Agent IATI activity identifier:	XI-IATI-UNPF MPTF00268
Donor (option 1) or Donor (option 2)	Donor IATI organisation identifier: Donor IATI activity identifier (contract number): Donor agreement reference	_____ _____ _____

[8] Optional footnote: subject to Parliamentary appropriations