

**Memorandum of Understanding
between
the United Nations
and
the United Nations Development Programme
regarding the Management of the
UN MPTF to Support the Global Compact for Safe, Orderly and Regular Migration**

This Memorandum of Understanding (MOU) is concluded between the United Nations and the United Nations Development Programme (UNDP), represented by its Multi-Partner Trust Fund Office (MPTF Office). The United Nations and UNDP are hereinafter collectively referred to as the “Participants”;

WHEREAS, the General Assembly adopted resolution 71/1 of 19 September 2016, entitled “New York Declaration for Refugees and Migrants”;

WHEREAS, under the Terms of Reference (“TOR”) for the **UN Multi-Partner Trust Fund to Support the Global Compact for Safe, Orderly and Regular Migration** (“UN MPTF on Migration” or “Fund”) dated **30 March 2017**, as may be amended from time to time, attached hereto as ANNEX A, and incorporated herein by reference into this MOU, UNDP through its MPTF Office has been requested by the Secretary-General to serve as the Fund Administrative Agent, responsible for the administration of the Fund (hereinafter referred to as the “Administrative Agent”);

WHEREAS, UNDP has agreed to administer the Fund in accordance with its Financial Regulations and Rules as well as this MOU and the TOR for the Fund;

WHEREAS, UNDP will also participate in the Fund as a Recipient UN Organization, under a separate agreement, which role is separate and distinct from its Administrative Agent functions related to the Fund; and

WHEREAS, relevant United Nations System Organizations, signing the standard Memorandum Of Understanding (hereinafter referred to as “standard MOU”) attached hereto as ANNEX B, will participate in the Fund as Recipient UN Organizations;

NOW, THEREFORE, the Participants agree as follows:

Section I

The Responsibilities of Fund Advisory Committee and the Administrative Agent

Responsibilities of the Fund Advisory Committee

1. The Fund Advisory Committee will be chaired by Special Representative of the Secretary-General (SRSG) for International Migration (the “Chair”). The International Organization for Migration (IOM), as the global lead agency on migration and a member of the Advisory Committee, will support and advise the Chair of the Advisory Committee on the strategic direction of the Fund.
2. The responsibilities of the Fund Advisory Committee include:
 - (a) Guidance to the Chair on the oversight of the Fund and mobilization of its resources in accordance with the TOR;
 - (b) Advising the Chair on project proposals, after technical review undertaken by the Fund Secretariat and making recommendations on funding decisions.
 - (c) Receipt and review of the periodic and annual progress narrative and financial reports prepared by the Fund Secretariat and the Administrative Agent.

Responsibilities of the Administrative Agent

3. UNDP, through its MPTF Office, will serve as Administrative Agent for the Fund in accordance with its Financial Regulations and Rules, the TOR and the terms and conditions set out in this MOU. In case of any conflict between this MOU and the TOR, the MOU will prevail. The Administrative Agent agrees to assume this responsibility on the understanding that Recipient UN Organizations (United Nations, its funds and programmes and specialized agencies) receiving funds from the Fund assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent.
4. The Administrative Agent will be accountable for effective and impartial fiduciary management and financial reporting, and on behalf of the Recipient UN Organizations, the Administrative Agent will:
 - (a) Receive contributions from donors that wish to provide financial support to the Fund;

- (b) Administer such funds received, in accordance with this Memorandum of Understanding and the Administrative Arrangement (as defined below in paragraph 6 of this Section) including the provisions relating to winding up the Fund Account and related matters;
- (c) Conclude a standard MOU with each Recipient UN Organization wishing to support the implementation of activities for which they will receive funds from the Fund, incorporating this Memorandum of Understanding and the Terms of Reference;
- (d) Subject to availability of funds, disburse such funds to each of the Recipient UN Organizations in accordance with the funding decisions of the Chair made on the advice of the Advisory Committee, taking into account the budget set out in the approved programmatic document¹.
- (e) Ensure consolidation of statements and reports, based on submissions provided by each Recipient UN Organization, as set forth in the TOR, and provide these to each donor, that has contributed to the Fund and to the Advisory Committee;
- (f) Provide final reporting, including notification that the Fund has been operationally completed, in accordance with Section III below;
- (g) Disburse funds to any Recipient UN Organization for any additional costs of the tasks that the Chair may decide to allocate, on the advice of the Advisory Committee in accordance with the TOR.

5. The United Nations may request any of the Recipient UN Organizations, to perform additional tasks in support of the Fund not related to the Administrative Agent functions detailed in Section I, paragraph 4 above and subject to the availability of funds. Costs for such tasks will be agreed in advance and with the approval of the Chair be charged to the Fund as direct costs.

6. The Administrative Agent will enter into a Standard Administrative Arrangement, in the form attached hereto as ANNEX C (hereinafter referred to as an “Administrative Arrangement”), with each donor that wishes to provide financial support to the Fund. The Administrative Agent will ensure the posting of a copy of the template Administrative Arrangement, as well as information on donor contributions, on the website of the Administrative Agent (<http://mptf.undp.org>).

¹ As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is reviewed by the Advisory Committee and approved by the Chair for fund allocation purposes.

7. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each donor signing an Administrative Arrangement, to meet the Administrative Agent's costs of performing the Administrative Agent's functions described in this Memorandum of Understanding.

8. Where the Administrative Agent is also a Recipient UN Organization, a clear delineation, including distinct reporting lines and an accountability framework, will be established and maintained within the organization designated as the Administrative Agent between its functions as an Administrative Agent and its functions as a Recipient UN Organization.

9. The Administrative Agent will be entitled to charge to the Fund 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 United Nations agrees to extend the Fund beyond the End Date with no further contribution(s) to the Fund.

Section II **Financial Matters**

The Administrative Agent

1. The Administrative Agent will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received pursuant to the Administrative Arrangement (hereinafter referred to as the "Fund Account"). 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.

2. The Administrative Agent will not absorb gains or losses on currency exchanges which will increase or decrease the funds available for disbursements to Recipient UN Organizations.

3. Subject to the availability of funds, the Administrative Agent will make disbursements from the Fund Account in accordance with decisions of the Chair made on the advice of the Advisory Committee, in line with the budget set forth in the approved programmatic document. The disbursements will consist of direct and indirect costs as set out in the budget.

4. The Administrative Agent will normally make each disbursement within five (5) business days after receipt of the relevant approved programmatic document, in accordance with the decisions received from the Chair made on the advice of the Advisory Committee in line with the TOR, along with a copy of the relevant approved programmatic document, signed by all the parties concerned. The Administrative Agent will transfer funds to each Recipient UN Organization through wire transfer. Each Recipient UN Organization will advise the Administrative Agent in writing of the bank account for transfers pursuant to the standard MOU. When making a transfer to a Recipient UN Organization, the Administrative Agent will notify that Recipient UN Organization's Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from the MPTF Office in respect of the Fund pursuant to the standard MOU.

5. 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 Chair and make a disbursement, if any, in accordance with the decision of the Chair who may consult with the Advisory Committee.

Section III **Reporting**

1. The Administrative Agent will provide the Chair, the Fund Advisory Committee, donors, and Recipient UN Organizations with the following reports, based on reports provided to the Administrative Agent by each Recipient UN Organization:

- (a) Statements of donor commitments, deposits and transfers to Recipient UN Organizations and other financial information, available in real time directly from the publicly accessible MPTF Office GATEWAY(<http://mptf.undp.org>);
- (b) Consolidated Annual Financial Report on activities implemented under the Fund as of 31 December, to be provided no later than 31 May after the end of the calendar year; and
- (c) Consolidated Final Financial Report, after the completion of all project activities financed from the Fund and including the final year of the project activities, to be provided no later than 31 May of the year after the end of the calendar year in which the financial closing of the Fund occurs.

2. The Fund Secretariat will provide the Chair, the Fund Advisory Committee, the donor(s), and Recipient UN Organizations with the following reports, based on submissions provided to the Fund Secretariat by each Recipient UN Organization:

- (a) Annual consolidated narrative progress reports, based on annual narrative progress reports received from Recipient UN Organizations, to be provided no later than five months (31 May) after the end of the calendar year;
 - (b) Final consolidated narrative report, based on final narrative reports received from Recipient UN Organizations after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than six months (30 June) after the end of the calendar year in which the operational closure of the Fund occurs. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Fund.
3. The Administrative Agent will also provide the Chair, the Fund Advisory Committee, donor(s) and Recipient UN Organizations, with the following statements 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 online on the Fund webpage on the MPTF Office GATEWAY.

Section IV **Monitoring and Evaluation**

Monitoring

1. Monitoring of the Fund will be undertaken in accordance with the TOR. The donor, the Chair, the Advisory Committee, the Administrative Agent and the Recipient UN Organizations will hold consultations at least annually, as appropriate, to review the status of the Fund. In addition, the donor(s), the Advisory Committee, the Administrative Agent and the Recipient 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 TOR, financed in full or in part through the donor(s).

Evaluation

2. Evaluation of the Fund including, as necessary and appropriate, joint evaluation by the Recipient UN Organizations, the Administrative Agent, the donor(s), and other partners will be undertaken in accordance with the TOR.
3. The Advisory Committee 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 Fund maintained by the Administrative Agent (<http://mptf.undp.org>).
4. In addition, the Participants recognize that the donor(s) may, separately or jointly with other partners, take the initiative to evaluate or review their cooperation with the Administrative Agent and the Recipient UN Organizations, with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes. The Participants and the Recipient 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. The Participants and the Recipient 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(s), unless otherwise agreed. It is understood by the Participants and the Recipient UN Organizations 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 the standard MOU.

Section V **Audit**

External and Internal Audit

1. The activities of the Administrative Agent and each Recipient 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 Recipient UN Organization provide otherwise.

Joint Internal Audits

2. The Internal Audit Services of the Participants and the Recipient 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 Participants and the Recipient UN Organizations will consult with the Chair of the Advisory Committee.

Cost of Internal Audits

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

Audits of Implementing Partners

4. The part of the Contribution transferred by a Recipient UN Organization to its implementing partners for activities towards the implementation of the Fund will be audited as provided under that Recipient 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 Recipient UN Organization.

Section VI **Communication and Transparency**

1. Subject to the regulations, rules, policies and procedures of the Participants and the Recipient UN Organizations, each Participant will take appropriate measures to publicize the Fund and to give due credit to the other Participant and Recipient 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 donors, the Recipient UN Organizations, the Participants and any other relevant entities. In particular, the Participants will include and ensure due recognition of the role of each Recipient UN Organization and national partner in all external communications relating to the Fund.

2. The Participants in consultation with the Recipient 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 of the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.

3. The Participants and the Recipient 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 donors, the Participants, and the Recipient UN Organization, will endeavor to consult prior to publication or release of information regarded as sensitive.

Section VII
Expiration, Modification and Termination

1. This Memorandum of Understanding will expire upon the delivery to the donor(s) of the certified final financial statement pursuant to Section III, paragraph 3 (b).
2. This Memorandum of Understanding may be modified only by written agreement between the Participants.
3. Any of the Participants may terminate from this Memorandum of Understanding upon giving thirty (30) days' written notice to the other Participant to this Memorandum of Understanding subject to the continuance in force of paragraph 5 below for the purpose therein stated.
4. The Administrative Agent's appointment may be terminated earlier by the Administrative Agent (on the one hand) or by the United Nations (on the other hand) on thirty (30) days' written notice to the other Participant, subject to the continuance in force of paragraph 5 below for the purpose therein stated. In the event of such termination, the Participants will agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.
5. Commitments assumed by the Recipient UN Organizations under the standard Memorandum of Understanding will survive the termination of this Memorandum of Understanding by the Administrative Agent or the United Nations to the extent necessary to permit the orderly conclusion of the activities and the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the AA and Recipient UN Organizations hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers.
6. Any balance remaining in the individual Recipient UN Organizations' separate ledger accounts after operational completion of the activities for which they are responsible under the approved programmatic document will be returned to the Fund Account as soon as administratively feasible and before financial closure of those activities. 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(s) in proportion to their contribution to the Fund as decided upon by the donor(s) and the Chair, upon the recommendations of the Advisory Committee.

Section VIII
Notices

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the United Nations by the Chair, and on behalf of the Administrative Agent by the Executive Coordinator of the MPTF Office, or his or her designated representative.

2. Any notice or request required or permitted to be given or made in this Memorandum of Understanding will be in writing to the Chair and to the Executive Coordinator of the MPTF Office. 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 in ANNEX D to this Memorandum of Understanding or at such other address as the Participant will have specified in writing to the Participant giving such notice or making such request.

Section IX
Entry into Effect

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

Section X
Settlement of Disputes

The Participants will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Memorandum of Understanding or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either Participant has notified the other Participant of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, the matter shall be deferred to the Secretary-General of the United Nations for resolution.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Participants, have signed this Memorandum of Understanding in English in two copies.

For UNDP Multi-Partner Trust Fund Office

For the United Nations:

Signature: _____

Signature: _____

Name: Jennifer Topping
Title: Executive Coordinator,
Multi-Partner Trust Fund Office

Name: Louise Arbour
Title: United Nations Special
Representative of the Secretary-General
(SRSG) for International Migration

Place: New York

Place: New York

Date: 3 April 2017

Date: 3 April 2017

ANNEX A: Terms of Reference of the UN MPTF to Support the Global Compact for Safe, Orderly and Regular Migration

ANNEX B: Standard Memorandum of Understanding between the Administrative Agent and the Recipient UN Organizations

ANNEX C: Standard Administrative Arrangement between the Donor and the Administrative Agent

ANNEX D: Notices

ANNEX D

NOTICES

For the United Nations:

Name: Louise Arbour

Title: United Nations Special Representative of the Secretary-General (SRSG) for International Migration, UN Secretariat

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For the UNDP Administrative Agent:

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