

**STANDARD ADMINISTRATIVE ARRANGEMENT FOR  
UZBEKISTAN VISION 2030 FUND  
USING PASS-THROUGH FUND MANAGEMENT<sup>1</sup>**

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<sup>1</sup> 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**

**The Swiss Federal Council as custodian of funds recovered in Switzerland  
on behalf of and for the benefit of the population of the Republic of Uzbekistan  
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 **Uzbekistan Vision 2030 Fund** (hereinafter referred to as the “Fund”) starting on 01 July 2022 and ending on 31 December 2036<sup>2</sup> (hereinafter “End Date”), as may be amended from time to time, as part of their respective development cooperation with the Government of the **Republic of Uzbekistan** (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 available on the MPTF Office GATEWAY of the Fund; and have agreed to establish a coordination mechanism (hereinafter referred to as the “Management Committee”) <sup>3</sup> to facilitate the effective and efficient collaboration between the Participating UN Organizations and the Host Government and the Swiss Federal Council for the implementation of the Fund;

**WHEREAS**, the Swiss Federal Council and the Host Government signed a Memorandum of Understanding on the Framework for the Restitution of Illegally Acquired Assets Forfeited in Switzerland to the Benefit of the Population of the Republic of Uzbekistan, which came into effect on 8 September 2020;

**WHEREAS**, the Swiss Confederation and the Republic of Uzbekistan signed **an Agreement on the Modalities for the Return of Illegally Acquired Assets Forfeited in the Swiss Confederation to the Benefit of the Population of the Republic of Uzbekistan on 16 August 2022** (hereinafter referred to as the “Restitution-Agreement”), which entered into force on 16 August 2022;

**WHEREAS**, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with contributors/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 contributors/donors the opportunity to contribute to the Fund and receive reports on the Fund through a single channel;

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<sup>2</sup> 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.

<sup>3</sup> The composition and role of the Management Committee are defined in the TOR, 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 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 **13 July 2022**, attached hereto for informational purposes as Annex A to serve as their administrative interface between contributors/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 contributors/donors who wish to provide financial support to the Fund through the Administrative Agent (hereinafter referred to as the “Fund Account”);

**WHEREAS**, the Participating UN Organizations have agreed that **the World Bank**, through the International Bank for Reconstruction and Development and the International Development Association (collectively, hereinafter referred to as the “Bank”), may participate in and receive funding from the Fund in a manner and on terms consistent with obligations of the Participating UN Organizations set forth in the MOU;

**WHEREAS**, the Swiss Federal Council, as custodian of funds recovered by Switzerland on behalf and to the benefit of the population of the Republic of Uzbekistan, and further to the Memorandum of Understanding on the Framework for the Restitution of Illegally Acquired Assets Forfeited in Switzerland to the Benefit of the Population of the Republic of Uzbekistan between the Swiss Federal Council and the Government of the Republic of Uzbekistan and the Restitution-Agreement between Swiss Confederation and the Republic of Uzbekistan signed on **16 August 2022**, provides financial support to the Fund on the basis of the TOR (**the Swiss Federal Council** being hereinafter referred to as the “**Contributor**”), and does so through the Administrative Agent as proposed by the Participating UN Organizations; and

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

**NOW, THEREFORE**, the Contributor 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 Contributor makes a **series of contributions**, in accordance with the schedule of payments set out in ANNEX B to this Standard Administrative Arrangement, of **up to approximately Eight Hundred Million CHF (CHF 800 million)** (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 Contributor 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 Contributor 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 Contributor 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<br>New York, New York 10043        |
| SWIFT Code:      | CITIUS33   |
| ABA:             | 021000089  |
| Reference:       | Uzbekistan Vision 2030 Account                     |

3. When making a transfer to the Administrative Agent, the Contributor 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 Federal Council in respect of the Fund 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 Contributor, to cover the Administrative Agent’s costs of performing the Administrative Agent’s functions.

8. The Management 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 Management 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 Management 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 Management Committee, in line with the approved programmatic document<sup>4</sup>. 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.<sup>5</sup>

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

4. The Contributor 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

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<sup>4</sup> As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the Management Committee of the Fund for fund allocation purposes.

<sup>5</sup> 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.

Agent, the Management Committee and the Contributor 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 Contributor 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 Contributor will not be responsible or liable for the activities of the Participating UN Organizations or the Administrative Agent as a result of this Arrangement.
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 Management Committee. The Participating UN Organization will promptly notify the Administrative Agent through the Management 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 Management 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 Management Committee will submit, through the Administrative Agent, a supplementary budget to the Contributor 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 Management 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/contributors 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 Management Committee, the Administrative Agent and the Contributor and, in consultation with the donors/contributors 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.

## Section V Reporting

1. The Administrative Agent will provide the Contributor and the Management 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 Contributor, Management 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 Uzbekistan [<https://uzbekistan.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 Contributor, the Host Government, 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 Contributor, the Host Government, 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 Contributor, the Host Government and other partners will be undertaken in accordance with the TOR.
3. The Management 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 Uzbekistan [<https://uzbekistan.un.org>] and the Administrative Agent [<http://mptf.undp.org>].
4. In addition, the Contributor 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 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 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 Management Committee.

### **Cost of Internal Audits**

3. The 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 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 Management 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 Management 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 Management Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Contributor.

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

(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 Management Committee of the Fund. The Administrative Agent will share information on measures taken as a result of its own investigation with the Management Committee. Following such receipt of information on measures taken as a result of the investigation(s), it is the responsibility of the Management Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Contributor.

#### 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 Management Committee, the Administrative Agent and the Contributor. The Contributor 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 Contributor in accordance with Section XI, paragraph 6. For any such funds the Contributor do 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 Management Committee, the Administrative Agent of the Fund and the Contributor 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")<sup>6</sup>, 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 Management Committee, the Administrative Agent of the Fund and the Contributor 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 Management Committee, the Administrative Agent of the Fund and the Contributor will be promptly notified of credible allegations of Sexual Exploitation and/or Sexual Abuse investigated by the Participating UN Organization, as well as

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<sup>6</sup> 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.

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 Contributor, 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 Management 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 Contributor.

(iii) Following a determination of a credible allegation of Sexual Exploitation and/or Sexual Abuse, each Participating UN Organization will determine what 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 Management 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 Management Committee and the Contributor 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 Management Committee and the Contributor 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, Contributor, 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 Uzbekistan [<https://uzbekistan.un.org>] and the Administrative Agent [<http://mptf.undp.org>]. Such reports and documents may include Management Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.
3. The Contributor, 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, the Administrative Agent and the Participating UN Organizations and the Host Government, 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 Contributor 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. (a) Subject to subparagraph (b) below, 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.  
(b) Without prejudice to subparagraph (a) above, in the event that either party to the Restitution-Agreement will send a termination notice of the Restitution-Agreement to the other party, the Contributor will immediately send a notice of termination of this Arrangement to the Administrative Agent with the effect that this Arrangement will terminate on the same day as the Restitution-Agreement. Notwithstanding such termination paragraph 4 below shall remain in full force and effect 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 Management Committee.

6. When returning funds to the Contributor in accordance with paragraph 5 above or Section VIII, paragraph 4, 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 Multi-Partner Trust Fund Office in respect of the Fund in Uzbekistan pursuant to this Arrangement. The Contributor will promptly acknowledge receipt of funds in writing.

7. This Arrangement will expire upon the delivery to the Contributor 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 Contributor, by the persons referred to in Section XII para. 2 or their designated representatives, 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 Contributor [all issues except those related to fraud and investigation]:*

Title: Head of Section Peace, Governance and Equality; Swiss Agency  
for Development and Cooperation; Federal Department of Foreign  
Affairs

Address: CH-3003 Bern, Switzerland

Telephone: +41 58 462 16 18

Electronic mail: [deza-pge@eda.admin.ch](mailto:deza-pge@eda.admin.ch)

*For the Contributor [all issues related to fraud and investigation and to SEA and SH]:*

Whistleblowing Platform FDFA  
<https://eda.integrityline.org/>

or

Title: Compliance Office, Directorate of Resources, Federal Department  
of Foreign Affairs  
Address: CH-3003 Bern, Switzerland  
Telephone: +41 58 463 44 89  
Electronic mail: [compliance@eda.admin.ch](mailto:compliance@eda.admin.ch)

*For the Administrative Agent:*

Title: Executive Coordinator, MPTF Office, UNDP  
Address: 304 East 45<sup>th</sup> Street, 11<sup>th</sup> Floor New York, NY 10017, USA  
Telephone: +1 212 906 6880  
Facsimile: +1 212 906 6990  
Electronic mail: [executivecoordinator.mptfo@undp.org](mailto: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 Contributor's Contribution to the Fund will be resolved amicably through dialogue among the Contributor, 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.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by the respective Participants, have signed the present Arrangement in English in two copies.

*For the Contributor:*

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

Name: Ignazio Cassis  
Title: President of the Swiss Confederation  
Place: Bern, Switzerland  
Date: 16 August 2022

*For the Administrative Agent:*

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

Name: Jennifer Topping  
Title: Executive Coordinator, MPTF Office  
Place: Bern, Switzerland  
Date: 16 August 2022

Witnessed by:

*Host Government:*

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

Name: Ruslanbek Davletov  
Title: Minister of justice of the Republic of Uzbekistan  
Place: Bern, Switzerland  
Date: 16 August 2022

*UN Resident Coordinator:*

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

Name: Roli Asthana  
Title: UN Resident Coordinator in the Republic of Uzbekistan  
Place: Bern, Switzerland  
Date: 16 August 2022

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

ANNEX B: Schedule of Payments

**ANNEX A TO THE STANDARD ADMINISTRATIVE  
ARRANGEMENT**

**STANDARD MEMORANDUM OF UNDERSTANDING FOR  
UZBEKISTAN VISION 2030 FUND  
USING PASS-THROUGH FUND MANAGEMENT<sup>1</sup>**

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<sup>1</sup> This Standard Memorandum of Understanding 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 Memorandum of Understanding, the governance mechanisms, reporting arrangements or equivalent) modification to the Memorandum of Understanding requires the prior written agreement of the Participating UN Organizations and the Administrative Agent of the particular Fund, and needs to be cleared by the Fiduciary Management Oversight Group through the UN Development Coordination Office (DCO).

**Memorandum of Understanding  
between  
Participating UN Organizations<sup>2</sup>,  
and  
the UNDP Multi-Partner Trust Fund Office  
regarding the Operational Aspects of a  
  
Uzbekistan Vision 2030 Fund  
in Uzbekistan**

**WHEREAS**, the Participating United Nations Organizations (hereinafter referred to collectively as the “Participating UN Organizations”) signing this Memorandum of Understanding have developed a **Uzbekistan Vision 2030 Fund** (hereinafter referred to as the “Fund”) **starting on 01 July 2022** and ending on **31 December 2036**<sup>3</sup> (hereinafter “End Date”), as may be amended from time to time, as part of their respective development cooperation with the Government of the Republic of Uzbekistan (hereinafter referred to as the “Host Government”), as more fully described in the Terms of Reference of the Fund dated **5 April 2022** (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 “Management Committee”) <sup>4</sup> to facilitate the effective and efficient collaboration between the Participating UN Organizations and the Host Government for the implementation of the Fund;

**WHEREAS**, the Host Government and the Swiss Federal Council signed a Memorandum of Understanding on the Framework for the Restitution of Illegally Acquired Assets Forfeited in Switzerland to the Benefit of the Population of the Republic of Uzbekistan, which came into effect on 8 September 2020;

**WHEREAS**, the Republic of Uzbekistan and the Swiss Confederation will sign an Agreement on the Modalities for the Return of Illegally Acquired Assets Forfeited in the Swiss Confederation to the Benefit of the Population of the Republic of Uzbekistan, entering into force on the date of its signature;

**WHEREAS**, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with contributors/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 contributors/donors the opportunity to contribute to the Fund and receive reports on the Fund through a single channel;

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<sup>2</sup> As indicated in the signature blocks.

<sup>3</sup> 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.

<sup>4</sup> The composition and role of the Management Committee are defined in the TOR, in line with the applicable UN rules and policies, and guidance for the Fund, namely the UNDG Guidance on MDTFs and the UNDG Standard Operating Procedures for countries adopting the “Delivering as One” approach (SOPs).

**WHEREAS**, the Participating UN Organizations have further agreed to ask the United Nations Development Programme (which is also a Participating UN Organization in connection with this Fund)<sup>5</sup> through the Multi-Partner Trust Fund Office to serve as the administrative interface between the contributors/donors and the Participating UN Organizations and for these purposes the Multi-Partner Trust Fund Office has agreed to do so in accordance with this Memorandum of Understanding.

**NOW, THEREFORE**, the Participating UN Organizations, the Multi-Partner Trust Fund Office (hereinafter referred to collectively as the “Participants”) hereby agree as follows:

**Section I**  
**Appointment of Administrative Agent; Status, Duties and Fee**

1. The Participating UN Organizations hereby appoint the Multi-Partner Trust Fund Office (hereinafter referred to as the “Administrative Agent”) to serve as their Administrative Agent in connection with the Fund, in accordance with the terms and conditions set out in this Memorandum of Understanding. The Administrative Agent accepts this appointment on the understanding that the Participating UN Organizations assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. This appointment will continue until it expires, or is terminated, in accordance with Section X below.

2. The Administrative Agent will be accountable for effective and impartial fiduciary management and financial reporting, and on behalf of the Participating UN Organizations, the Administrative Agent will:

- (a) Receive contributions from contributors/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 5 of this Section) including the provisions relating to winding up the Fund Account and related matters;
- (c) Subject to availability of funds, disburse such funds to each of the Participating UN Organizations in accordance with decisions from the Management Committee, taking into account the budget set out in the approved programmatic document<sup>6</sup>.

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<sup>5</sup> In most cases the Administrative Agent will also be a Participating UN Organization. However, where the Administrative Agent is not a Participating UN Organization, this provision can be deleted.

<sup>6</sup> As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the Management Committee for fund allocation purposes.



- (d) Consolidate financial statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization, as set forth in the TOR; and submit the consolidated financial statements and reports and the consolidated narrative progress reports provided by the Resident Coordinator's Office to each contributor/donor that has contributed to the Fund Account, and to the Management Committee;
- (e) Provide final reporting, including notification that the Fund has been operationally completed, in accordance with Section IV below;
- (f) Disburse funds to any Participating UN Organization for any additional costs of the tasks that the Management Committee may decide to allocate (as referred to in Section I, paragraph 4 below) in accordance with the TOR.

3. The UN Resident Coordinator's Office will be responsible for consolidating the annual and final narrative progress reports based on submissions provided by each Participating UN Organization, and provide these to the Administrative Agent for further submission to each contributor/donor that has contributed to the Fund.<sup>7</sup>

4. The Management 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 above and subject to the availability of funds. Costs for such tasks will be agreed in advance and with the approval of the Management Committee be charged to the Fund as direct costs.

5. The Administrative Agent will enter into a Standard Administrative Arrangement, in the form attached hereto as ANNEX B (hereinafter referred to as an "Administrative Arrangement"), with each contributor/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 contributor/donor contributions, on the website of the Administrative Agent (<http://mptf.undp.org>), as well as the website of the UN in Uzbekistan (<https://uzbekistan.un.org>), as appropriate.

6. None of the Participating UN Organizations will be responsible for the acts or omissions of the Administrative Agent or its personnel, or of persons performing services on its behalf, except in regard to its respective contributory acts or omissions. With respect to contributory acts or omissions of the Participating UN Organizations, the resulting responsibility will be apportioned among them or any one of them to the extent of such contributory acts or omissions, or as may otherwise be agreed. In addition, contributors/donors will not be responsible or liable for the activities of the Participants as a result of this Memorandum of Understanding.

7. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each contributor/donor signing an

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<sup>7</sup> In the case of the One Funds the final narrative progress reports will be an annual narrative progress report covering the final year in which the One Fund is operational.

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 Participating 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 Participating 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 Management Committee 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 Participating UN Organizations.

3. Subject to the availability of funds, the Administrative Agent will make disbursements from the Fund Account in accordance with decisions from the Management 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 Management 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 Participating UN Organization through wire transfer. Each Participating UN Organization will advise the Administrative Agent in writing of the bank account for transfers pursuant to this Memorandum of Understanding. When making a transfer to a Participating UN Organization, the Administrative Agent will notify that Participating UN Organization's Treasury Operations of the following: (a) the amount transferred, (b) the value date of the

transfer; and (c) that the transfer is from the Multi-Partner Trust Fund Office in respect of the Fund in Uzbekistan pursuant to this Memorandum of Understanding.

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

#### The Participating UN Organizations

6. 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 by the Administrative Agent from the Fund Account. 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.

7. Each Participating UN Organization will use the funds disbursed to it by the Administrative Agent from the Fund Account to carry out the activities for which it is responsible as set out in the approved programmatic document, as well as for its indirect costs. The Participating UN Organizations will commence and continue to conduct operations for the Fund activities only upon receipt of disbursements made by the Administrative Agent in accordance with Section II, paragraph 3 above. The Participating UN Organizations will not make any commitments above the amount disbursed against the approved programmatic document. If there is a need to exceed the amount disbursed, the Participating UN Organization concerned will submit a supplementary budget request to the Management Committee 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 Organization.

8. The Participating UN Organizations recognize that each of the contributors/donors signing an Administrative Arrangement has reserved the right to discontinue future deposits of its contribution if there is: (i) failure to fulfil any obligations under the Administrative Arrangement, including those related to Section VIII; (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 VII of this Memorandum of Understanding (Section VIII of the Administrative Arrangement); provided however that before doing so, the Administrative Agent, the Management Committee and the contributor/donor will consult with a view to promptly resolving the matter.

9. 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.

### **Section III**

#### **Activities of the Participating UN Organizations**

##### **Implementation of the Fund**

1. The implementation of the programmatic activities 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.
2. Ownership of equipment and supplies procured, and intellectual property rights associated with works produced, using funds transferred to the Participating UN Organisations under this Memorandum of Understanding will be determined in accordance with the regulations, rules, policies and procedures applicable to such Participating UN Organizations, including any agreement with the relevant Host Government.
3. 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.
4. 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 Management 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 contributors/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.
5. Any modifications to the scope of the approved programmatic document, including as to its nature, content, sequencing or the duration thereof by the Participating UN Organization(s), will be subject to the approval of the Management Committee. The Participating UN Organization will promptly notify the Administrative Agent through the Management Committee of any change in the budget as set out in the approved programmatic document.
6. Where a Participating UN Organization wishes to carry out its Fund activities through or in collaboration with a third party, it will be responsible for discharging all commitments and obligations with such third parties, and no other Participating UN Organization, nor the Administrative Agent, will be responsible for doing so.

7. In carrying out their programmatic activities, none of the Participating UN Organizations will be considered as an agent of any of the others and, thus, the personnel of one will not be considered as staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, none of the Participating UN Organizations will be liable for the acts or omissions of the other Participating UN Organizations or their personnel, or of persons performing services on their behalf.

8. Each Participating UN Organization will ensure the Administrative Agent is advised in writing when all activities for which it is responsible under the approved programmatic document have been operationally completed. Financial closure must be completed within eighteen (18) months after operational closure or according to the time period specified in the financial regulations and rules of the Participating UN Organization, whichever one comes first.

#### 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, all Participants 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 this Memorandum of Understanding are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Memorandum of Understanding, a Participating UN Organization determines that there are credible allegations that funds transferred to it in accordance with this Memorandum of Understanding 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 Management Committee, the Administrative Agent and the contributors/donors and, in consultation with the contributors/donors as appropriate, determine an appropriate response.

### **Section IV** **Reporting**

#### Financial Reports

1. Each Participating UN Organization will provide the Administrative Agent with the following financial statements and reports prepared in accordance with the accounting and reporting procedures applicable to the Participating UN Organization concerned, as set forth in the TOR. The Participating UN Organizations will endeavour to harmonize their reporting formats to the extent possible.

- (a) Annual financial report as of 31 December with respect to the funds disbursed to it from the Fund Account, to be provided no later than four (4) months (30 April) after the end of the calendar year; and

- (b) Certified final financial statements and final financial reports after the completion of the activities in the approved programmatic document, including the final year of the activities in the approved programmatic document, to be provided no later than five (5) months (31 May) after the end of the calendar year in which the financial closure of the activities in the approved programmatic document occurs, or according to the time period specified in the financial regulations and rules of the Participating UN Organization, whichever is earlier.

### Narrative Reports

2. Each Participating UN Organization will provide the Administrative Agent with the following narrative reports prepared in accordance with the reporting procedures applicable to the Participating UN Organizations, as set forth in the TOR. The Participating UN Organizations will endeavour to harmonize their reporting formats to the extent possible.

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

3. The Administrative Agent will ensure the preparation of consolidated narrative progress and financial reports, based on the reports provided in Section IV paragraphs 1 and 2 above, and will provide these consolidated reports to each contributor/donor that has contributed to the Fund, as well as the Management Committee, in accordance with the timetable established in the Administrative Arrangement.

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

5. The Administrative Agent will also provide the contributors/donors, Management 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.

6. Consolidated reports and related documents will be posted on the websites of the UN in Uzbekistan [<https://uzbekistan.un.org>] and the Administrative Agent [<http://mptf.undp.org>].

## **Section V**

### **Monitoring and Evaluation**

#### **Monitoring**

1. Monitoring of the Fund will be undertaken in accordance with the TOR. The Participants and the contributor(s)/donor(s) will hold consultations at least annually, as appropriate, to review the status of the Fund. In addition, the Participants and the contributor(s)/donor(s) 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 VIII, which interfere or threaten to interfere with the successful achievement of the outcomes outlined in the TOR, financed in full or in part through contributions from the contributor(s)/donor(s).

#### **Evaluation**

2. Evaluation of the Fund including, as necessary and appropriate, joint evaluation by the Participants, the contributor(s)/donor(s), the Host Government and other partners will be undertaken in accordance with the TOR.

3. The Management 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 Uzbekistan [<https://uzbekistan.un.org>] and the Administrative Agent [<http://mptf.undp.org>].

4. In addition, the Participants recognize that the contributor(s)/donor(s) may, separately or jointly with other partners, take the initiative to evaluate or review their cooperation with the Administrative Agent and the Participating UN Organizations under this Memorandum of Understanding, 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. The Participants 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/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 Memorandum of Understanding.

## **Section VI** **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 each of the relevant Participants provide otherwise.

### **Joint Internal Audits**

2. The Internal Audit Services of the Participants 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 will consult with the Management Committee.

### **Cost of Internal Audits**

3. The 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 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 VII** **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 Participants 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 Participant. To this end, each Participant 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 Memorandum of Understanding,

- (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 a Participant will be carried out by the Investigation Service of the Participant with which the potential subject of investigation is contracted, in accordance with that Participant's internal policies and procedures.
- (b)
  - (i) In the event that the Investigation Service of a Participant determines that an allegation in relation to the implementation of activities for which that Participant is accountable is credible enough to warrant an investigation, it will promptly notify the Management Committee (and the Administrative Agent, if such Participant is not 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.

(ii) In the case of such notification, it is the responsibility of the Management Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the contributor(s)/donor(s).

(iii) In case of a credible allegation, the relevant Participant(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 Participant'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 Participants involved in the Fund to determine the best path towards resolution of the investigation and whether the alleged wrongdoing is limited to such Participant or whether one or more other Participants involved in the Fund may also be affected. If the relevant Investigation Services determine that more than one Participant 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 Participant, the Investigation Services of the Participants concerned 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 Participant(s) concerned as established in their respective internal policies and procedures, the Participant(s) will provide information on the results of their investigation(s) to the Administrative Agent and the Management Committee. Following such receipt of information on the results of the investigation(s), it is the responsibility of the Management Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the contributor(s)/donor(s).

(e) Each Participant concerned 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 Participant(s) concerned will share information on measures taken as a result of the investigation(s) with the Administrative Agent and the Management Committee of the Fund. Following such receipt of information on measures taken as a result of the investigation(s), it is the responsibility of the Management Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the contributor(s)/donor(s).

## Recovery of Funds

4. If there is evidence of improper use of funds as determined after an investigation, each Participant concerned will use its best efforts, consistent with its regulations, rules, policies and procedures to recover any funds misused. With respect to any funds recovered, the relevant Participant will consult with the Management Committee, the Administrative Agent and the contributor(s)/donor(s). The contributor(s)/donor(s) may request that such funds be returned to them in proportion to their contribution to the Fund, in which case the Participant 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 contributor(s)/donor(s). For any such funds the contributor(s)/donor(s) do not request to be returned to them, such funds will either be credited to the Fund Account or used by the Participant for a purpose mutually agreed upon.

5. The Participants will apply the provisions of Section VII, paragraphs 1 to 4 above in accordance with their respective accountability and oversight framework as well as relevant regulations, rules, policies and procedures.

## Section VIII

### 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 Management Committee, the Administrative Agent of the Fund and the contributors/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”)<sup>8</sup>, 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 Management Committee, the Administrative Agent of the Fund and the contributors/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 Management Committee, the Administrative Agent of the Fund and the contributors/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 contributor(s)/ 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 Management 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 contributor/donor.

(iii) Following a determination of a credible allegation of Sexual Exploitation and/or Sexual Abuse, each Participating UN Organization will determine what 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 Management Committee through the Report.

(iv) With respect to credible allegations of Sexual Harassment (regarding Participating UN Organization’s internal activities) the relevant Participating UN

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<sup>8</sup> 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.

Organization will share information on measures taken with the Administrative Agent, the Management Committee and the contributors/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 Management Committee and the contributors/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 IX**

### **Communication and Transparency**

1. Subject to the regulations, rules, policies and procedures of the Participating UN Organization, each Participating UN Organization will take appropriate measures to publicize the Fund and to give due credit to the other 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/donors, the Participating UN Organizations, the Administrative Agent and any other relevant entities. In particular, the Administrative Agent will include and ensure due recognition of the role of each Participating UN Organization and national partner in all external communications relating to the Fund/Programme.
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 Uzbekistan [<https://uzbekistan.un.org>] and the Administrative Agent [<http://mptf.undp.org>]. Such reports and documents may include Management Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.
3. The Participants are committed to principles of transparency with regard to the implementation of the Fund, consistent with their respective regulations, rules, policies and procedures. The contributors/donors, the Administrative Agent, Participating UN Organization and the Host Government, will endeavor to consult prior to publication or release of information regarded as sensitive.

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

1. This Memorandum of Understanding will expire upon the delivery to the contributor(s)/donor(s) of the certified final financial statement pursuant to Section IV, paragraph 5(b).
2. This Memorandum of Understanding may be modified only by written agreement between the Participants.
3. Any of the Participating UN Organizations may withdraw from this Memorandum of Understanding upon giving thirty (30) days' written notice to all other Participants 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 by the Administrative Agent (on the one hand) or by the mutual agreement of all Participating UN Organizations (on the other hand) on thirty (30) days' written notice to the other Participants, 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 withdrawing or terminating Participants under this Memorandum of Understanding will survive the termination of this Memorandum of Understanding or the termination of the Administrative Agent or withdrawal of a Participating UN Organization 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 Participants 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 Participating 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 in line with Section III, paragraph 8. 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(s)/donor(s) in proportion to their contribution to the Fund as decided upon by the contributor(s)/donor(s) and the Management Committee.

**Section XI**  
**Notices**

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the Administrative Agent by the Executive Coordinator of the Multi-Partner Trust Fund Office, or his or her designated representative,



and on behalf of a Participating UN Organization by the head of office in Uzbekistan, 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. 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 C 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 XII** **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 XIII** **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, will be resolved through consultation between the Executive Heads of each of the Participants.



IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Participants, have signed this Memorandum of Understanding in English in twenty two <sup>9</sup> copies.

*For the Administrative Agent*

Signature: [Signature]  
Name: Jennifer Topping  
Title: Executive Coordinator, MPTF Office  
Place: New York  
Date: 13/07/2022

*For Participating UN Organization  
International Trade Center (ITC)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
UN Conference on Trade and  
Development (UNCTAD)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
International Telecommunication  
Union (ITU)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
UN Development Programme (UNDP)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

---

<sup>9</sup> Additional signatories can be included through addendum

*For Participating UN Organization  
International Labour Organisation  
(ILO)*

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]

Place: [REDACTED]  
Date: [REDACTED]

*For Participating UN Organization  
Office of the UN High Commissioner  
for Human Rights (OHCHR)*

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]

Place: [REDACTED]  
Date: [REDACTED]

*For Participating UN Organization  
International Organization for  
Migration (IOM)*

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Place: [REDACTED]  
Date: [REDACTED]

*For Participating UN Organization  
Joint UN Programme on HIV/AIDS  
(UNAIDS)*

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Place: [REDACTED]  
Date: [REDACTED]

*For Participating UN Organization  
UN Economic Commission for Europe  
(UNECE)*

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Place: [REDACTED]  
Date: [REDACTED]

*For Participating UN Organization  
UN Environment Programme  
(UNEP)*

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Place: [REDACTED]  
Date: [REDACTED]

*For Participating UN Organization  
UN Refugee Agency (UNHCR)*

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Place: [REDACTED]  
Date: [REDACTED]

*For Participating UN Organization  
UN Office on Drugs and Crime  
(UNODC)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
UN Economic and Social Commission  
for Asia and the Pacific (UNESCAP)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted] P, [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
UN Women*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
UN Children's Fund (UNICEF)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
UN Office for Project Services (UNOPS)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
UN Educational, Scientific and  
Cultural Organization (UNESCO)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
UN Interregional Crime and Justice  
Research Institute (UNICRI)*

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Place: [Redacted]  
Date: [Redacted]

*For Participating UN Organization  
UN Population Fund (UNFPA)*

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED] A [REDACTED]

Place: [REDACTED]

Date: [REDACTED] 2

*For Participating UN Organization  
UN Industrial Development  
Organization (UNIDO)*

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Place: [REDACTED]

Date: [REDACTED]

*For Participating UN Organization  
World Health Organisation (WHO)*

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Place: [REDACTED]

Date: [REDACTED]

ANNEX A:  
TOR

ANNEX B:  
Standard Administrative Arrangement between the Swiss Federal Council as custodian of funds recovered in Switzerland, on behalf of and for the benefit of the population of the Republic of Uzbekistan and the UNDP Multi-Partner Trust Fund Office

ANNEX C:  
Notices

Terms of Reference  
of the  
United Nations Multi-Partner Trust Fund  
  
**“Uzbekistan Vision 2030 Fund”**  
  
**(TOR)**

***5 April 2022***

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## 1. Introduction

1. The Uzbekistan Vision 2030 Fund (the Fund) is a UN Multi-Partner Trust Fund to support principled, transparent, and effective asset restitution via programs aimed at accelerating the Government of the Republic of Uzbekistan's (the Host Government) national reform agenda and the SDGs, in line with the principles articulated in the following documents:

- Memorandum of Understanding on the Framework for the Restitution of Illegally Acquired Assets Forfeited in Switzerland to the Benefit of the Population of the Republic of Uzbekistan between the Swiss Federal Council and the Government of the Republic of Uzbekistan that came into effect on 8 September 2020;
- Agreement between the Swiss Confederation and the Republic of Uzbekistan on the Modalities for the Return of Illegally Acquired Assets Forfeited in the Swiss Confederation to the Benefit of the Population of the Republic of Uzbekistan (Restitution-Agreement);
- Chapter V of the UNCAC, in particular Article 57 para. 5;
- Addis Ababa Action Agenda of the Third International Conference on Financing for Development, in particular para. 25;
- GFAR Principles for Disposition and Transfer of Confiscated Stolen Assets in Corruption Cases;
- General Assembly resolution A/res/70/1 "Transforming our world: the 2030 Agenda for Sustainable Development" adopted on 25 September 2015;
- Uzbekistan's national Sustainable Development Goals, targets and indicators: <http://nsdg.stat.uz>;
- Uzbekistan's national socio-economic development plan to 2030 (currently under development);
- Uzbekistan's five-year reform agenda (currently Action Strategy 2017-2021) and its successors;
- United Nations Sustainable Development Cooperation Framework for Uzbekistan 2021-2025<sup>1</sup> and its successors;
- Relevant frameworks of UN Specialized Agencies for Uzbekistan;
- Relevant UN Strategic Partnership Frameworks with UN Specialized Agencies for Agenda 2030;
- Strategic cooperation frameworks of other UN Specialized Agencies (non-signatories of UNSDCF).

2. For the purpose of the TOR, the following terms are used as follows:

|                           |  |
|---------------------------|--|
| Fund                      | Uzbekistan Vision 2030 Fund  |
| GFAR                      | Global Forum on Asset Recovery   |
| Host Government           | Government of the Republic of Uzbekistan   |
| IFI                       | International Financial Institution  |
| Implementing Organization | PUNOs and UN Specialized Agencies  |
| MOU                       | Memorandum of Understanding between Participating UN Organizations and the UNDP Multi-Partner Trust Fund Office regarding the Operational Aspects of a Uzbekistan Vision 2030 Fund in Uzbekistan |
| MPTF                      | Multi-Partner Trust Fund   |
| MPTFO                     | UN Multi-Partner Trust Fund Office   |

<sup>1</sup> <https://uzbekistan.un.org/index.php/en/94416-united-nations-sustainable-development-cooperation-framework-2021-2025-uzbekistan>



|                       |  |
|-----------------------|--|
| Operations Manual     | Uzbekistan Vision 2030 Fund Operations Manual. The Operations Manual includes the detailed project/programme approval process, the detailed reporting process, process of developing and updating the Resource Allocation Strategy, the Risk Management Strategy, the Monitoring and Evaluation Strategy, the Visibility and Communications Strategy and respective templates. |
| Project/Programme     | Projects are typically initiatives implemented by a single Implementing Organization with a narrower programmatic scope, whereas programmes are typically more complex initiatives implemented by one or more Implementing Organizations with a broader programmatic scope.  |
| PUNO                  | Participating UN Organization which is signatory to the UNSDCF   |
| SAA                   | Standard Administrative Arrangement between the Swiss Federal Council as custodian of funds recovered in Switzerland, on behalf of and for the benefit of the population of the Republic of Uzbekistan, and the UNDP Multi-Partner Trust Fund Office   |
| SDGs                  | Sustainable Development Goals  |
| TOR                   | Terms of Reference of the United Nations Multi-Partner Trust Fund "Uzbekistan Vision 2030 Fund"  |
| UN                    | United Nations   |
| UN Specialized Agency | Participating UN Specialized Agency which is non-signatory to the UNSDCF   |
| UN Task Force         | The UN Task Force is comprised of the three UNSDCF Results Groups Chairs, the Monitoring and Evaluation Task Force Chair, the Head of the Fund Secretariat, the Head of the UN Resident Coordinator Office, and the UN Resident Coordinator.   |
| UNCAC                 | United Nations Convention against Corruption   |
| UNCT                  | UN Country Team. The UNCT is the main inter-agency mechanism in a country for inter-agency coordination, coherence and decision-making. It is led by the UN Resident Coordinator and composed of the representatives of UNSDG entities.  |
| UNDG                  | United Nations Development Group   |
| UNEG                  | United Nations Evaluation Group  |
| UNSDCF                | United Nations Sustainable Development Cooperation Framework for Uzbekistan 2021-2025 <sup>2</sup> and its successors  |
| UNSDG                 | United Nations Sustainable Development Group   |

## 2. Purpose and Principles of the Fund

1. The Fund is a country-based pooled fund providing a vehicle to enable the UNCT members (which include the PUNOs) and UN Specialized Agencies (non-signatories of UNSDCF) to make strategic investments in accelerating the implementation of Uzbekistan's national SDGs. The Fund draws on multi-sectoral expertise inside and outside the UN to enhance cross-sectoral approaches to national

<sup>2</sup> <https://uzbekistan.un.org/index.php/en/94416-united-nations-sustainable-development-cooperation-framework-2021-2025-uzbekistan>

and sub-national policymaking and policy implementation, in line with global best practice and the highest standards of aid effectiveness and transparency.

2. The Fund will primarily target transformative interventions focusing on the strategic priorities identified and agreed between the Host Government and the UN within the UNSDCF. Additional priorities of the UN Specialized Agencies (non-signatories of the UNSDCF) that are fully aligned with the UNSDCF and the national SDGs might also be covered by the Fund.

3. The Fund operates in the spirit of the UN Development System reform and the relevant Strategic Partnership Frameworks between the UN and UN Specialized Agencies for Agenda 2030, and it is grounded in the following principles:

- **Coherence:** The Fund will support policy and programme coherence, ensuring robust inter-ministerial and development partner coordination in the focus areas of all interventions, as well as by striving to fill critical gaps and supporting underfinanced priorities.
- **Consolidation:** As a substantive vehicle attracting technical assistance to Uzbekistan's national SDGs, the Fund will aim to reduce fragmentation and improve coordination and impact with respect to agreed programmatic priorities.
- **Normative standards:** The Fund will apply the highest normative standards and mainstream core principles of leaving no one behind, a human rights-based approach to development, gender equality and women's empowerment, public participation, resilience, sustainability, transparency and accountability.

4. Further to the Restitution-Agreement between Switzerland and Uzbekistan, the Fund is capitalized through a contribution representing a return of assets that have been definitively forfeited in criminal proceedings in connection with Ms. Gulnara Karimova initiated in 2012 by the Office of the Attorney General of Switzerland. It is therefore crucial that the funds are not misappropriated again.

The purpose of the Fund is to benefit the people of Uzbekistan hence the funds are not intended to be used for personal benefit outside of this scope, and will be managed in accordance with provisions of the MoU and SAA, including regarding fraud, corruption and unethical behavior. All actors are firmly committed to take all necessary precautions to avoid and address corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices.

### 3. Programmatic Scope and Theory of Change

1. The programmatic scope and theory of change of the Fund are anchored by the current UNSDCF (2021-2025) and its successors. The current UNSDCF was developed through participatory and inclusive consultations with UN entities, national stakeholders, contributors, IFIs and other development partners. Any successor Cooperation Framework would undergo the same level of rigorous consultation.

2. The UNSDCF (2021-2025) for Uzbekistan focuses on three strategic priorities with five outcomes (also depicted in Figure 2):

#### ***Effective governance and justice for all***

**Outcome 1:** All people and groups in Uzbekistan, especially the most vulnerable, demand and benefit from enhanced accountable, transparent, inclusive and gender responsive governance systems and rule of law institutions for a life free from discrimination and violence (national SDGs: 1, 5, 8, 10, 16 and 17).

**Outcome 2:** The population of Uzbekistan benefits from more harmonized and integrated implementation of the reform agenda due to strengthened policy coherence, evidence-based and inclusive decision-making and financing for development mainstreamed in line with national SDGs (national SDGs: 1, 5, 10, 16, and 17).

***Inclusive human capital development leading to health, well-being and resilient prosperity.***

**Outcome 3:** Youth, women and vulnerable groups benefit from improved access to livelihoods, decent work and expanded opportunities generated by inclusive and equitable economic growth (national SDGs: 1, 2, 4, 5, 8, 10, and 11).

**Outcome 4:** The most vulnerable benefit from enhanced access to gender-sensitive quality health, education and social services (national SDG 1, 2, 3, 4, 5, 8, 10, 11 and 16).

***Sustainable, climate-responsible and resilient development***

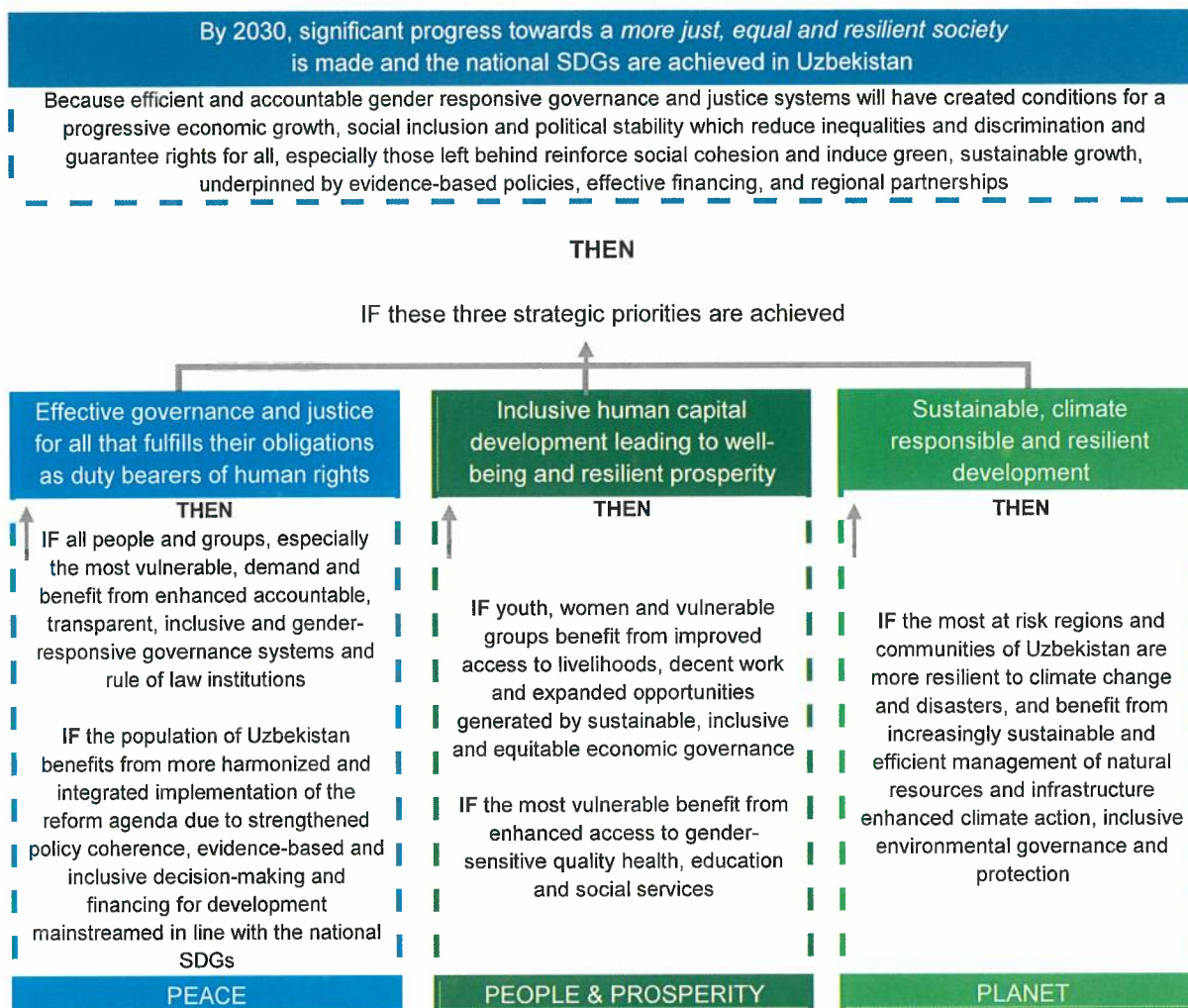
**Outcome 5:** The most at risk regions and communities of Uzbekistan are more resilient to climate change and disasters, and benefit from increasingly sustainable and gender-sensitive efficient management of natural resources and infrastructure, robust climate action, inclusive environmental governance and protection (national SDGs: 1, 2, 5, 6, 7, 8, 9, 11, 12, 13,15).

3. The Fund's Theory of Change is fully aligned with the UNSDCF. The current UNSDCF theory of change (Figure 1) articulates the interdependent changes necessary for Uzbekistan to achieve the 2030 Agenda. It shows where and how development actors need to come together to contribute to the desired change, providing the basis for wider, higher quality and transformative partnerships. Guided by the Government's vision to become a high middle-income country and achieve the national Sustainable Development Goals, the UN System has agreed to focus its joint efforts on the reduction of inequalities and exclusion, and leverage partnerships over the successive cycles of the Cooperation Frameworks towards attainment of a more "just, equal and resilient society" by 2030 in Uzbekistan. The UNSDCF adopts an integrated and multidimensional programming approach in line with the five P's of the 2030 Agenda (People, Prosperity, Planet, Peace and Partnerships) to address the core principles<sup>3</sup> of: leaving no one behind, a human rights-based approach to development, gender equality and women's empowerment, resilience, sustainability and accountability.

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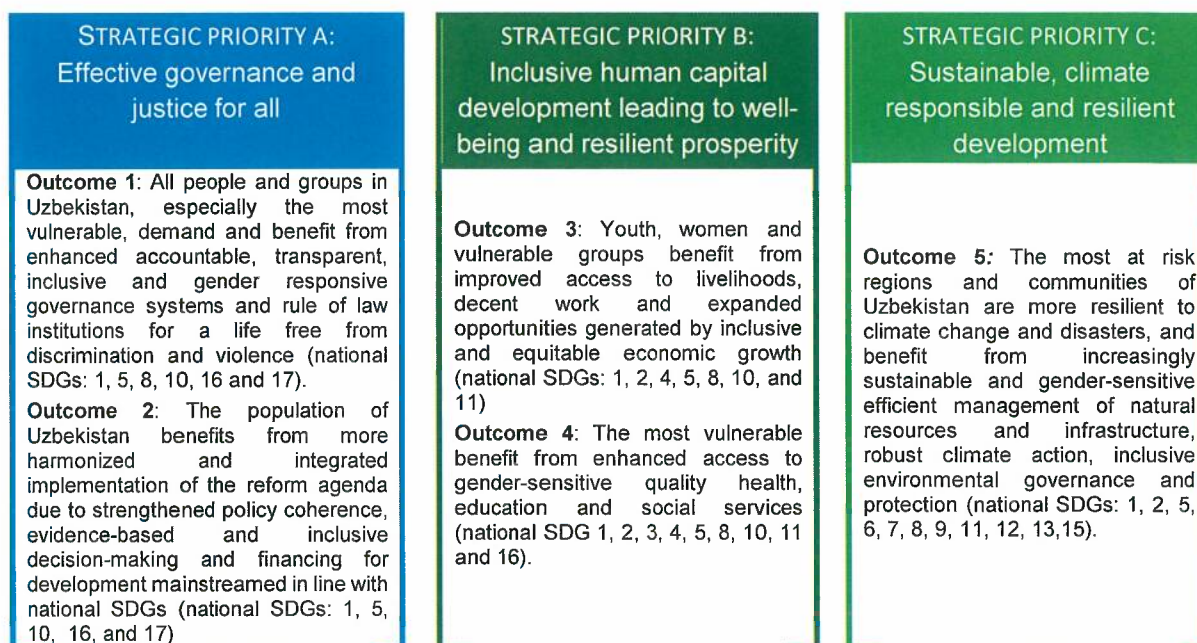
<sup>3</sup> These core principles are elaborated on page 16 of the UNSDCF, see here: [Uzbekistan-UNSDCF-2021-2025.pdf](#)

Figure 1 – UNSDCF Theory of Change<sup>4</sup>



<sup>4</sup> Original presentation of the theory of change is on page 14 of the UNSDCF, see [Uzbekistan-UNSDCF-2021-2025.pdf](#). Key assumptions and risks associated with this theory of change are articulated on page 13.

**Figure 2 – UNSDCF Strategic Priorities and Outcomes<sup>5</sup>**

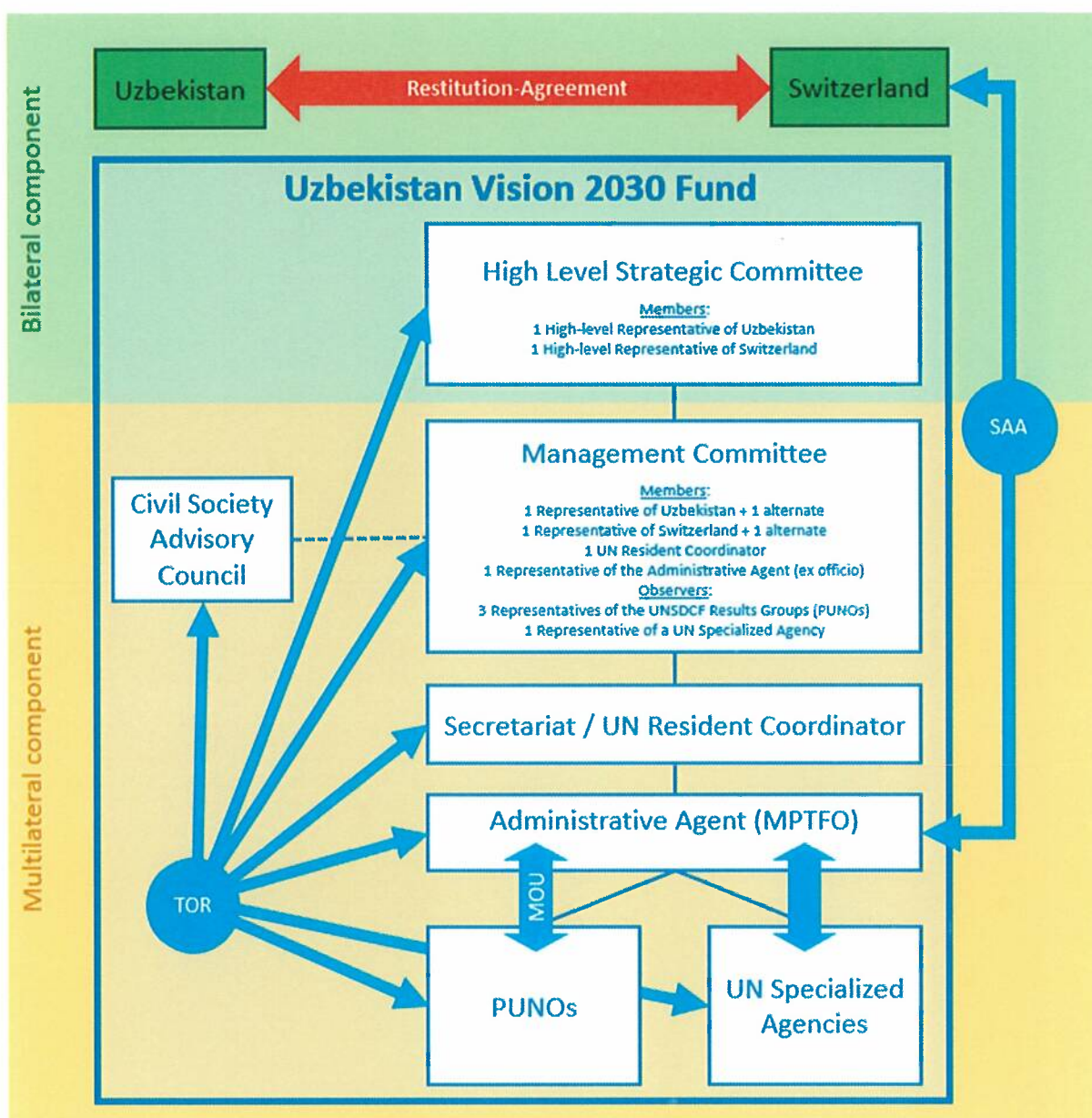


<sup>5</sup> Original presentation of strategic priorities and outcomes is on page 8 of the UNSDCF.



## 4. Governance: Structure, Functions and Mechanisms

Figure 3 – Governance Mechanism



### 4.1 High Level Strategic Committee

1. The High Level Strategic Committee is comprised of one plenipotentiary high representative of Uzbekistan and one plenipotentiary high representative of Switzerland, who are Co-Chairs with equal standing. The High Level Strategic Committee meets once or twice per year (virtually or in person) and takes its decisions by consensus. Additional ad-hoc meetings are organized, if necessary.

2. The High Level Strategic Committee provides strategic oversight to the Fund, which is managed by the Management Committee. The High Level Strategic Committee's main functions include the following:

- i. Maintaining political dialogue on the restitution between Uzbekistan and Switzerland;

- ii. Providing recommendations on the strategic direction and structure of the Fund, including:
  - a. on updates and modifications to the TOR (including requesting Fund extensions and updates to the TOR);
  - b. on risk management and identification of opportunities;
- iii. Providing recommendations on issues on which no consensus was achieved in the Management Committee;
- iv. Providing oversight over the Fund's strategic direction;
- v. Validating on a non-objection basis, strategic decisions by the Management Committee, including decisions on risk management, partnership opportunities, Civil Society engagement (issues related to the Civil Society Advisory Council) and Resource Allocation Strategy. Resource Allocation Strategy would typically include the definition of costed priorities, on the following levels:
  - a. strategic priorities level (as described in the TOR, fully congruent with the UNSDCF);
  - b. outcomes level as described in the TOR (fully congruent with the UNSDCF);
  - c. output level according to the UNSDCF.

Any programmatic intervention or activity not fully aligned with the Resource Allocation Strategy, that due to exceptional circumstances the Management Committee intends to realize, is subject to the non-objection mechanism.

- vi. Endorsing the annual and final financial and narrative reports submitted by the Management Committee.

3. Costs incurred by the members of the High Level Strategic Committee in relation to their respective activities in their role as members of the High Level Strategic Committee shall not be reimbursed by the Fund. Such costs include notably remuneration of the representatives in the High Level Strategic Committee for the time spent preparing and attending meetings, and compensation for their related travel costs.

## 4.2 Management Committee

1. The Management Committee is comprised of the following members:

- i. one representative of Uzbekistan and one alternate;
- ii. one representative of Switzerland and one alternate;
- iii. the UN Resident Coordinator in Tashkent;
- iv. one representative of the Administrative Agent (ex-officio).

2. The Management Committee meets at least four times per year and takes its decisions by consensus. Ad-hoc meetings (including virtual meetings) are organized if necessary.

3. Uzbekistan, Switzerland and the UN Resident Coordinator in Tashkent have one equal vote in the Management Committee. Both the representative and the alternate of Switzerland and Uzbekistan may attend the Management Committee's meetings. The representative of Uzbekistan and the representative of Switzerland, or in their absence their respective alternates, shall exercise the right to vote. In the absence of the UN Resident Coordinator, he or she shall be represented by an alternate who shall exercise the right to vote. The representative of the Administrative Agent is an ex-officio member without voting rights and shall provide advice on technical issues related to Fund management and administration.

4. The Management Committee is co-chaired by its members with voting right (except for the representative of the Administrative Agent).

5. The chairs of the UNSDCF Results Groups (which are composed of PUNOs) and one representative of the UN Specialized Agencies (non-signatories of the UNSDCF) may have the status of observers. The UN Resident Coordinator in Tashkent selects these representatives on a yearly rotational basis, subject to approval by the Management Committee. Observers have no vote.

6. The Management Committee is responsible for the management of the Fund. The main functions of the Management Committee include the following:

- i. Providing the operational and financial oversight of the Fund;
- ii. Developing and approving the strategic direction of the Fund;
- iii. Overseeing the overall progress of the Fund against the background of the overall results framework through monitoring, reporting and evaluation;
- iv. Approving the Fund's Risk Management Strategy, which is drafted by the Secretariat, and overseeing the regular monitoring of the risks by the Secretariat;
- v. Approving the Fund's Operational Manual;
- vi. Defining the resource allocation priorities and deciding on the resource allocation;
- vii. Reviewing and approving the project/programme proposals submitted for funding;
- viii. Approving the annual and final reports submitted by the Administrative Agent in accordance with Section 10 para. 4 of the TOR;
- ix. Providing the High Level Strategic Committee with annual and final financial and narrative reports on the state of the Fund;
- x. Commissioning the mid-term and final independent evaluations on the overall performance of the Fund;
- xi. Approving direct costs related to Fund operations;
- xii. Approving new Implementing Organizations to the Fund under Fund Window C and possible, new windows, having seen relevant draft legal documents related to the relationship between the new Implementing Organization and the Administrative Agent as background documents;
- xiii. Deciding on Fund extensions and updates to the TOR, as required;
- xiv. Establishing a Civil Society Advisory Council, and adopting and amending the Terms of References of the Civil Society Advisory Council;
- xv. Agreeing on communication and disclosure on the Fund.

7. Costs incurred by the members of the Management Committee in relation to their respective activities in their role as members of the Management Committee shall not be reimbursed by the Fund. Such costs include notably remuneration of the representatives in the Management Committee for the time spent preparing and attending meetings, and compensation for their related travel costs.

#### **4.3 Decision-making Process of the Management Committee**

1. Decisions are proposed by the Secretariat, if applicable with recommendations and reviews by experts.

2. The Management Committee takes decisions by consensus among its members with voting rights. The members of the Management Committee seek to reach consensus by using all possible technical iterations and management discussions at the level of the Management Committee, and between the Management Committee and the Secretariat.

3. The Co-Chairs proceed with the decision-making process for each proposed decision:

- i. In case of non-objection, the proposed decision is considered to be approved by the Management Committee.
- ii. In case of objection by (any) member(s) of the Management Committee with voting right, the Management Committee can in particular decide by consensus:
  - a. to approve the proposed decision with conditions;
  - b. to approve partially the proposed decision;
  - c. to postpone the decision, request further information or request revision for consideration at the next meeting.
- iii. In case no consensus can be found in the Management Committee, it will refer the matter to the High Level Strategic Committee which will revert back with recommendations to the

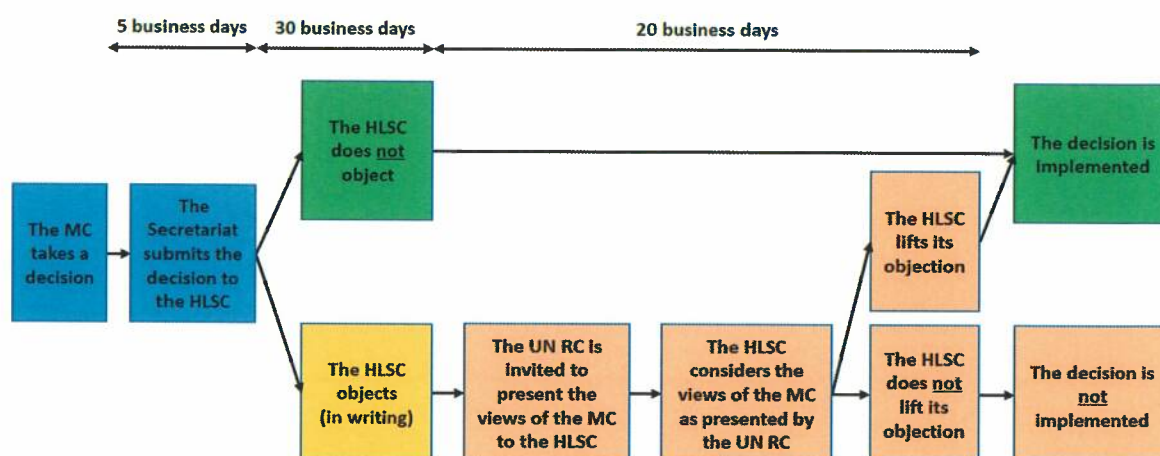


Management Committee. If still no consensus can be reached in the Management Committee, the proposed decision is considered to be rejected by the Management Committee.

#### 4.4 Non-objection Mechanism

1. When the Management Committee takes a decision which is subject to the non-objection mechanism according to Section 4.1 para. 2 (v) of the TOR, the Secretariat submits a non-objection request to the High Level Strategic Committee within 5 business days of the decision.
2. The High Level Strategic Committee will process the non-objection request taking into account in particular:
  - i. the fact that the High Level Strategic Committee can object to the decision as a whole, but cannot amend it;
  - ii. the convergence between the decision of the Management Committee and the strategic direction and structure of the Fund;
  - iii. the restitution principles mentioned in the restitution treaty, as well as gained experiences and lessons learned in unfolding the restitution process.
3. The High Level Strategic Committee aims to respond as timely as possible and has up to a maximum of 30 business days from the receipt of the non-objection request to either submit a written objection to the Management Committee or not:
  - i. If no objection is submitted, the Management Committee's decision is implemented.
  - ii. If an objection is submitted, the UN Resident Coordinator is invited to present the views of the Management Committee to the High Level Strategic Committee. The High Level Strategic Committee then considers the Management Committee's views as presented by the UN Resident Coordinator and, within 20 business days of the objection, either lifts its objection or not:
    - a. If the objection is lifted, the Management Committee's decision is implemented.
    - b. If the objection is not lifted, the Management Committee's decision is considered to be definitively rejected and is not implemented.

Figure 4 – Non-objection Mechanism



## 4.5 Secretariat

1. The Secretariat is comprised of experts having the required level of competence and experience. The Secretariat staff is hired by the UN according to UN rules and regulations. The Secretariat is staffed and structured according to the Fund's needs, and in order to ensure effective, cost-efficient, high-quality Fund implementation delivering value for money. The Secretariat is headed by a Trust Fund Manager housed in the UN Resident Coordinator Office and is overseen by the UN Resident Coordinator.

2. The Secretariat supports the High Level Strategic Committee and the Management Committee in all their tasks, including:

- i. Assisting the Management Committee and the High Level Strategic Committee in the implementation of the strategic direction of the Fund;
- ii. Providing administrative, logistical and technical support to the Management Committee and the High Level Strategic Committee;
- iii. Monitoring compliance against procedures established by the Fund in line with UN rules and regulations;
- iv. Updating a Visibility and Communications Strategy for the Fund for approval by the Management Committee;
- v. Coordinating the implementation of the Visibility and Communications Strategy and ensuring its coherence with communications strategies of the UNCT (which include the PUNOs) and of the UN Specialized Agencies (not-signatories to the UNSDCF);
- vi. Updating the Monitoring and Evaluation Strategy for approval by the Management Committee, coordinating its implementation and ensuring its complementarity to the UNSDCF monitoring framework or other relevant frameworks;
- vii. Organizing the project/programme review processes, which include independent, technical reviews of proposals by the UNSDCF Results Groups;
- viii. Drafting and ensuring the regular updating of the Risk Management Strategy for approval by the Management Committee;
- ix. Ensuring the monitoring of risks and escalating to the Management Committee when risks may breach agreed tolerance levels;
- x. Developing and updating as needed the Fund's Operations Manual, with the support of the Administrative Agent, for approval by the Management Committee;
- xi. Preparing annual and final reports, for approval by the UN Resident Coordinator, in accordance with Section 10 para. 3 of the TOR;
- xii. Liaising with the Administrative Agent on Fund administration issues, including issues related to projects/programmes, reporting, transparency and accountability, communication, Fund extensions, Fund closure etc.;
- xiii. Providing logistical support to the Civil Society Advisory Council, according to the Terms of Reference of the Civil Society Advisory Council.

3. In line with the standard UNDG Trust Fund set up, the Secretariat functions are outlined in the TOR and further described in the Direct Cost Project Document.

4. The Secretariat's staffing and structure, as well as the budget required to perform the tasks of the Secretariat are agreed and approved by the Management Committee. The budget is charged to the Fund account as direct costs on the overall Fund capitalization. Direct Cost Project to cover the Secretariat costs will amount to a maximum of two percent (2%) of the Fund's capitalization.<sup>6</sup> This two percent (2%) will also include the costs of the "Early Secretariat".

5. Direct Cost Project will cover staffing, technical assistance, quality assurance, risk management, monitoring and evaluation, reporting as well as visibility and communication for the Fund. The Direct

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<sup>6</sup> In this context, capitalization refers to the total amount of funds transferred to the Uzbekistan Vision 2030 Fund through asset restitution or contributions by other contributors. Whereas the financial needs of the Secretariat will vary over the lifetime of the Fund, the total Direct Cost Project of the Secretariat shall not exceed 2% of the total financial resources provided to the Fund.

Cost Project will be directly managed by the Secretariat. It will be administered by one of the Participating UN Organizations designated to administer the Direct Cost Project for the Secretariat.

6. In order to accelerate the formal establishment of the Fund, an "Early Secretariat" was put in place by the UN Development Cooperation Office (UN DCO), with advanced funding of the UN DCO. The costs of the "Early Secretariat" will be reimbursed by the Fund, once (1) the MOU has been signed by the Administrative Agent and two PUNOs, (2) the SAA has been signed by both sides and (3) funding has been deposited in the Fund Account. The reimbursement will be at cost for any expenditures of the "Early Secretariat" incurred prior to the approval date of the Direct Cost Project for the Secretariat.

#### **4.6 Administrative Agent**

1. The Administrative Agent is the UN Multi-Partner Trust Fund Office (MPTFO) in New York.
2. The responsibilities of the Administrative Agent include the following:
  - i. Receiving contributions from the contributors that wish to provide financial support;
  - ii. Administering such funds received, in accordance with
    - a. the Standard Administrative Arrangement between the Swiss Federal Council as custodian of funds recovered in Switzerland, on behalf of and for the benefit of the population of the Republic of Uzbekistan, and the UNDP Multi-Partner Trust Fund Office (SAA),
    - b. the Memorandum of Understanding between Participating UN Organizations and the UNDP Multi-Partner Trust Fund Office regarding the Operational Aspects of a Uzbekistan Vision 2030 Fund in Uzbekistan (MOU), and
    - c. the documents regulating the relationship between each UN Specialized Agency (non-signatories of the UNSDCF) and the Administrative Agent;
  - iii. Disbursing available funds to each of the Implementing Organizations in accordance with decisions of the Management Committee;
  - iv. Preparing and providing to the Management Committee annual and final reports, in accordance with Section 10 para. 4 of the TOR;
  - v. Publishing summary record of the meetings of the Management Committee as well as reports of the Civil Society Advisory Council on the MPTFO website, Gateway (<http://mptf.undp.org>).
3. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the Fund's capitalization to meet the costs of performing the Administrative Agent's standard functions.

#### **4.7 Implementing Organizations**

1. Implementing Organizations of the Fund are (a) PUNOs, or (b) UN Specialized Agencies (non-signatories of UNSDCF).
2. Each PUNO signs the MOU. Each UN Specialized Agency (non-signatory of UNSDCF) signs a document regulating its relationship with the Administrative Agent.
3. Each Implementing Organization shall assume full programmatic and financial accountability for the funds disbursed to it by the Administrative Agent. Such funds will be administered by each PUNO or UN Specialized Agency (non-signatory of the UNSDCF) in accordance with their own regulations, rules, directives and procedures.
4. Indirect costs of PUNOs recovered through project/programme support costs will be up to seven percent (7%) of the sum allocated to any initiative. All other costs incurred by PUNOs in carrying out the activities for which they are responsible under the Fund will be recovered as direct costs. For UN Specialized Agencies (non-signatories of UNSDCF), cost recovery will be charged in line with the documents regulating the relationship between each UN Specialized Agency and the Administrative Agent and with the approved modalities confirmed by the UN Specialized Agencies' governing body.

#### 4.8 United Nations Resident Coordinator

1. The UN Resident Coordinator in Uzbekistan plays an important function in the implementation of the Fund, bearing the overall responsibility to coordinate the activities of the UN development system in Uzbekistan in line with the UNSDCF and provides governance and oversight of any UNCT-wide funding and financing instruments.
2. The UN Resident Coordinator directly supervises the Secretariat. The responsibilities of the UN Resident Coordinator in the implementation of the Fund include the following:
  - i. Co-Chair of the Management Committee with full voting rights;
  - ii. Present the views of the Management Committee to the High Level Strategic Committee in accordance with Section 4.4 para. 3 (ii) of the TOR;
  - iii. Overall supervision of the Secretariat which is housed in the UN Resident Coordinator Office;
  - iv. Overall Coordination of the Results Groups Chairs under the UNSDCF Implementation Structure;
  - v. Advising the Secretariat on mechanisms to ensure all proposals are derived from and aligned with the UNSDCF or other national SDGs;
  - vi. Overseeing and supporting the Fund's Risk Management Strategy, as well as the Visibility and Communications Strategy;
  - vii. Signing project/programme documents on behalf of the Management Committee and signing Fund Transfer Requests to the Administrative Agent, according to the decisions of the Management Committee.
3. With the exception of the costs mentioned in Section 4.2 para. 7 of the TOR, travel costs incurred by the UN Resident Coordinator in relation to his or her activities in the implementation of the Fund may be reimbursed under the Direct Cost Project.

#### 4.9 Civil Society Advisory Council

1. The detailed structure, functions, roles and responsibilities of the Civil Society Advisory Council and its membership will be defined in a specific consultative process between representatives of national and international civil society organizations, and academia, the UN, Switzerland and Uzbekistan. Specific Terms of Reference for the Civil Society Advisory Council will be developed and adopted by the civil society representatives and approved by the Management Committee, within six months of the date of the entry into force of the Restitution-Agreement.
2. The Civil Society Advisory Council will be comprised of representatives of national and international civil society organizations, and academia. The Civil Society Advisory Council will ensure interaction between the Management Committee and representatives of national and international civil society organizations, and academia.
3. To ensure an open and transparent communication between the Civil Society Advisory Council and the Fund's management, the Management Committee and the Civil Society Advisory Council will meet periodically according to the Terms of Reference of the Civil Society Advisory Council.

### 5. Fund Windows

1. Proposals can be submitted by Implementing Organizations within the following windows:
  - i. **Fund Window A:** Flagship programmes implemented by PUNOs. Such initiatives will be submitted jointly by one or more PUNOs which directly contribute to the outcomes of the UNSDCF.
  - ii. **Fund Window B:** Fast track and quick win initiatives implemented by PUNOs. Such projects will derive from a particular thematic area of the UNSDCF or from an emerging national priority.

They can be submitted as joint initiatives or by a single PUNO and must be implemented in 30 months or less. The Management Committee may allocate up to 20% of the total Fund for Fund Window B.

- iii. **Fund Window C:** Projects/programmes implemented by other UN Specialized Agencies (non-signatories of UNSDCF). Such initiatives contribute to ongoing and new projects/programmes supported by the Fund in line with the objectives of the Fund. They can be submitted as joint initiatives with PUNOs or directly by UN Specialized Agencies. The Management Committee may allocate up to 30% of the total Fund for Fund Window C.

**2. Opening of new Fund Windows:** The Management Committee may decide to open new Fund windows. This opens the possibility to adjust the Fund in function of the evolution of the country context and of the strategic direction of the Fund. The decision to open a new Fund window – and to amend accordingly the TOR – is taken by the Management Committee and validated on a non-objection basis by the High Level Strategic Committee.

## 6. Eligibility

All PUNOs that have signed the MOU and all UN Specialized Agencies that have signed a document regulating their relationship with the Administrative Agent are eligible to submit proposals for funding.

## 7. Project/Programme Approval Process

1. Eligible programs to be financed by the Funds should address soft and hard components in an appropriate manner, depending on the nature of each program, and be implemented in accordance with the principles and criteria provided for in the UNSDCF and in the present TOR (in particular Sections 2 and 3). Eligible programs shall also address issues of empowerment and capacity building (people and institutions), knowledge transfer, development and implementation of systems and policies, and build in citizen participation, including the principle of “leave no one behind”.

2. The Funds shall not be used:

- a. for payments or other benefits, directly or indirectly, (i) prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; (ii) that in any manner would involve, support, promote or facilitate, or would have the appearance or effect of involving, supporting, promoting or facilitating, any unlawful, corrupt, fraudulent or unethical activities or practices, including favoritism or nepotism; or (iii) to public officials of the Parties, or their personal or business associates, not in line with UN policies and procedures;
- b. for large-scale infrastructure programs, in sectors such as Energy, Road, Railway, Transport, Logistics, Telecommunication;
- c. for programs, or any component of a program, that may serve political purposes or proselytism.

3. The project/programme approval process will be governed by the Operations Manual which is developed by the Secretariat and approved by the Management Committee. The project/programme approval cycle has five key steps, which are presented in greater detail in the Operations Manual and summarized briefly below.

- i. **Resource Allocation Strategy Development:** The Secretariat initiates development of Resource Allocation Strategy by requesting inputs from the UNSDCF Results Groups and Fund Window C Implementing Organizations. The Secretariat consolidates inputs into a draft, which is then shared with the UN Resident Coordinator for a strategic review. The UN Resident Coordinator convenes the internal UNCT/UN Task Force to review and agree on amendments before review by the Management Committee.

- ii. **Resource Allocation Strategy Approval:** The Secretariat submits the draft Resource Allocation Strategy to the Management Committee at least 10 business days before its next meeting. The Management Committee reviews the draft Resource Allocation Strategy and issues decisions on which priority areas to include in the approved strategy. The Resource Allocation Strategy is updated based on the decisions of the Management Committee. The High Level Strategic Committee validates the Resource Allocation Strategy on a non-objection basis.
  - iii. **Project/Programme Development:** Once the Resource Allocation Strategy is approved, eligible Implementing Organizations – guided by the UNSDCF Results Groups – begin developing project/programme proposals in line with the priorities of the strategy. The UNSDCF Results Groups assess proposals, preparing an assessment summary note. The Secretariat will facilitate screening and assessment of project/programme proposals to ensure eligibility requirements are met and proposals alignment with the Resource Allocation Strategy. Assessment summaries and quality assurance checklists will be provided to the Management Committee to inform decision making. The UN Resident Coordinator convenes the internal UNCT/UN Task Force to review and agree on the proposal assessments and submission to the Management Committee.
  - iv. **Project/Programme Approval:** The Secretariat submits consolidated proposals with accompanying assessment summaries to the Management Committee at least 10 business days before its next meeting. The Management Committee reviews programmatic and financial aspects of the project/programme proposals and issues decisions in line with Section 4.3 of the TOR.
  - v. **Fund transfer:** The Secretariat submits to the Administrative Agent Fund Transfer Requests, signed by the UN Resident Coordinator, for project/programmes approved by the Management Committee. The Administrative Agent ensures submitted documents are consistent with the applicable provisions of the SAA. The Administrative Agent carries out transfers to Implementing Organizations within 5 business days.
4. All proposals should demonstrate a positive contribution to advancing sustainable development in Uzbekistan and conform to the best practices of development cooperation and aid effectiveness, with a specific emphasis on delivering real and measurable impact, including: integration of comprehensive anti-corruption practices, inclusion of risk management strategies, demonstrated contribution to achieving the Fund's theory of change, and working in synergy with other relevant national and development partner initiatives, having strong emphasis on leaving no one behind, and limiting the creation of new structures and services that cannot be sustained by the Host Government.
5. Detailed selection criteria for the technical assessment and quality assurance checklists for project/programme proposals are provided in the Operations Manual.

## 8. Project/Programmes Implementation

The implementation of projects/programmes will be the responsibility of the Implementing Organizations and will be carried out by each Implementing Organization in accordance with its own applicable regulations, rules, policies and procedures, as well as in accordance with the MOU (for PUNOs), respectively with the document regulating the relationship between the UN Specialized Agency concerned and the Administrative Agent.

## 9. Risk Management

1. A risk management strategy will be an important tool for the Fund so that the governance mechanism has a common understanding and shared responsibility of the risk and mitigation measures to inform operational and strategic decision-making. The Risk Management Strategy outlines the objectives, principles, approach, tools and institutional arrangements for risk management for the Fund. The Risk

Management Strategy is approved by the Management Committee and validated on a non-objection basis by the High Level Strategic Committee.

2. The Risk Management Strategy guides the two following instruments:

- i. **Baseline Risk Assessment (full risk assessment):** The Secretariat will conduct a baseline risk assessment, exploring contextual, programmatic, and institutional risks, their likelihood, and their impact on the achievement of the Fund's objectives. It will consider and provide for the identification, monitoring, tolerances, and risk mitigation and adaptation measures.
- ii. **Risk Dashboard:** The risk dashboard (focusing on top priority risks) will be updated by the Secretariat and presented for approval annually to the Management Committee.

3. The Risk Management Strategy focuses on Fund-level risks, i.e. risks with implications beyond an individual project or programme. It is complementary to, and not a replacement for, risk management at programme and project level. The latter risks should be managed separately according to the rules, regulations, and procedures of each Implementing Organization. Implementing Organizations will identify and assess the probability and impact of internal and external risks that may affect programmes and projects, taking into account the incorporation of mitigation measures. Implementing Organizations will also establish specific and timely communication modalities with the Secretariat related to risks, threats and mitigation measures.

## 10. Reporting and Accountability

1. Reporting activities are carried out in accordance with the SAA, the MOU (for PUNOs) and the document regulating the relationship between the UN Specialized Agency concerned and the Administrative Agent.

2. Each **Implementing Organization** shall prepare and provide:

- i. To the Secretariat and to the Administrative Agent:
  - a. Light six-month updates on activities in the approved projects/programmes;
  - b. **Annual Narrative Reports** on the activities in the approved projects/programmes, no later than three months (31 March) after the end of the calendar year;
  - c. **Final Narrative Reports** on the activities in the approved projects/programmes, no later than four months (30 April) after the end of the calendar year in which the operational closure of the activities in the approved project/programme occurs.
- ii. To the Administrative Agent:
  - a. **Annual Financial Reports** with respect to the funds disbursed to it from the Fund Account, no later than four months (30 April) after the end of the calendar year; and
  - b. **Certified Final Financial Statements** and **Final Financial Reports**, no later than five months (31 May) after the end of the calendar year in which the financial closure of the activities in the approved programmatic document occurs.

3. The **Secretariat** shall prepare and, after approval by the UN Resident Coordinator, provide to the Administrative Agent:

- i. **Consolidated Annual Narrative Reports**, based on the Annual Narrative Reports of the Implementing Organizations (including the Final Narrative Reports submitted during the year) no later than four and a half months (15 May) after the end of the calendar year;
- ii. A **Consolidated Final Narrative Report**, no later than five months (31 May) after the end of the calendar year in which the operational closure of the Fund occurs.



4. The **Administrative Agent** shall prepare and provide to the Management Committee:
- i. **Annual Consolidated Fund Reports**, no later than five months (31 May) after the end of the calendar year. The Annual Consolidated Fund Report consists of:
    - a. The Consolidated Annual Narrative Report prepared by the Secretariat; and
    - b. An Annual Consolidated Financial Report based on the Annual Financial Reports provided by the Implementing Organizations;
  - ii. Reports on its Activities as Administrative Agent:
    - a. 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. A **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.
  - iii. A **Final Consolidated Narrative Report**, based on the Consolidated Final Narrative Report provided by the Secretariat, no later than six months (30 June) after the end of the calendar year in which the operational closure of the Fund occurs;
  - iv. A **Final Consolidated Financial Report**, based on Certified Final Financial Statements and Final Financial Reports received from Implementing Organizations, no later than five months (31 May) after the end of the calendar year in which the financial closure of the Fund occurs.

## 11. Monitoring and Evaluation

1. The Secretariat is responsible for coordinating regular monitoring and evaluation of the Fund's investments. The Secretariat consolidates project-level information in a central, results-based management system in line with the monitoring and evaluation strategy of the UNSDCF or relevant UN Specialized Agency strategies. The Monitoring and Evaluation Strategy of the Fund outlines how regular monitoring and evaluation will be coordinated across the Fund's investment, including monitoring of results, finances, and operational performance.

### 2. Monitoring and evaluation at project/programme-level:

- i. At the project/programme level, Implementing Organizations assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent and undertake monitoring and evaluation in accordance with their own regulations, rules, directives and procedures. For Fund Windows A and B, monitoring and evaluation of the projects/programmes will follow the Monitoring and Evaluation procedures described in the UNSDCF. For Fund Window C, the Fund will follow the Monitoring and Evaluation procedures of the Implementing Organization.
- ii. On-site monitoring will be carried out by Implementing Organizations.
- iii. Performance data is gathered at outcome and output levels by Implementing Organizations, linking project-related and financial result indicators so that evaluators can measure the project/programme efficiency and effectiveness.
- iv. Implementing Organizations will share monitoring and evaluation reports with the Secretariat as outlined in the Operations Manual.
- v. Evaluations are used to analyze project/programme performance and to verify the validity of theories of change.
- vi. Costs of the project/programme-level monitoring and evaluation activities will be part of the programme/project costs in the approved programme documents and carried out in accordance with Implementing Organizations' regulations, rules, directives and procedures.



### **3. Monitoring and evaluation at Fund-level:**

- i. The Fund mid-term reviews and final evaluations including, as necessary and appropriate, joint evaluations by the Implementing Organizations, the Administrative Agent, the Contributor(s), the Host Government and other partners will be commissioned by the Management Committee to assess overall performance of the Fund, inclusive of design, management, and functioning against global objectives.
- ii. The Fund-level evaluation(s) will follow the UN Evaluation Group norms and standards.
- iii. The Management Committee will issue the management response to the evaluation(s) at the Fund level.
- iv. Costs of the Fund-level evaluations will be borne by the Fund.

## **12. Audit**

**1. Audit of the Administrative Agent and of the PUNOs:** The activities of the Administrative Agent and each PUNO 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 PUNO provide otherwise.

**2. Audit of the UN Specialized Agencies:** The UN Specialized Agencies (non-signatory of the UNSDCF) will be audited in accordance with their own internal audit framework.

**3. Audit of PUNOs' implementing partners:** The part of the contribution transferred by a PUNO to its implementing partners for activities towards the implementation of the Fund will be audited as provided under that PUNO'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 PUNO.

**4. Joint audit at Fund-level:** The Internal Audit Services of the Administrative Agent and PUNOs may consider conducting joint internal audits of the Fund 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 PUNO will consult with the Management Committee.

5. In the event that an internal audit is conducted in relation to the Fund, the costs of such internal audit activities will be borne by the Fund.

## **13. Transparency and Public Disclosure**

1. The MPTFO website, Gateway (<http://mptf.undp.org>), is a web-based service portal that provides real-time financial data. The Fund has a separate page in the Gateway portal. In accordance with the Fund's Visibility and Communication Strategy, this page informs the public at large on the Fund contributions, transfers and expenditures, and give access to key documents, financial and narrative reports, including on individual program/project level, as well as associated external evaluation reports. The Secretariat and the MPTFO ensure that the Fund's operations are posted in due time on the Gateway portal.

2. Implementing Organizations will take appropriate measures to promote the Fund. Information shared with the media regarding beneficiaries of funding, official press releases, reports and publications will acknowledge the role of the Fund as per the Operations Manual.

#### **14. Possible New Fund Contributors**

The High-Level Strategic Committee and the Management Committee may consider the possibility of opening the Fund to new contributors. The decision to open the Fund to new contributors is taken by the Management Committee and validated on a non-objection basis by the High-Level Strategic Committee.

#### **15. Modification of the TOR**

The present TOR may be modified at any time. Such modifications are approved by the Management Committee. Modifications of the TOR on the strategic direction and structure of the Fund are validated on a non-objection basis by the High-Level Strategic Committee.

**ANNEX C TO THE MEMORANDUM OF UNDERSTANDING**  
**Notices**

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## ANNEX B TO THE STANDARD ADMINISTRATIVE ARRANGEMENT

### SCHEDULE OF PAYMENTS

1. According to the Agreement between the Swiss Confederation and the Republic of Uzbekistan on the modalities for the return of illegally acquired assets forfeited in the Swiss Confederation to the benefit of the population of the Republic of Uzbekistan (hereinafter referred to as the “Restitution-Agreement”), “in 2012, within the framework of a complex criminal investigation in connection with Ms. Gulnara Karimova, the Office of the Attorney General of Switzerland froze assets totalling approximately CHF 800 million”.

2. Article 1 paragraph 1 of the Restitution-Agreement provides that the “Restitution-Agreement concerns the modalities for the return – to the benefit of the population of the Republic of Uzbekistan – of all assets, including interest accrued over time, that meet or will meet the following cumulative conditions:

- a. The assets have been definitively forfeited as part of the criminal investigation in connection with Ms. Gulnara Karimova, which was initiated in 2012 by the Office of the Attorney General of Switzerland; and
- b. The assets have been allocated to the Republic of Uzbekistan by Sharing-Agreements between the Swiss Federal Council and the Government of the Republic of Uzbekistan, which refer to the present Restitution-Agreement”.

3. The total amount of the assets possibly fulfilling the conditions defined in Article 1 paragraph 1 of the Restitution-Agreement will represent an amount of up to approximately CHF 800 million.

4. The **first disbursement** will amount to **CHF 90 million** and will be deposited to the account referred to in Section I paragraph 2 of the present Standard Administrative Arrangement **within ten weeks from the date of entry into force of the Restitution-Agreement**.

5. **Further disbursements** will be deposited to the account referred to in Section I paragraph 2 of the present Standard Administrative Arrangement upon written requests from the Administrative Agent as per the tentative Schedule of Payments below. Any such disbursement will be subject to the availability of assets fulfilling the conditions of Article 1 paragraph 1 of the Restitution-Agreement. The amount and the timing of any such disbursement will depend on the assessment of relevant financial and operational reports, the documented financial needs of the Fund, the status of project implementation, as well as the planned projects.

**Tentative Schedule of Payments:****Tentative Amount<sup>1</sup>:**

|   |                |
|---|----------------|
| 10 weeks from entry into force of the Restitution-Agreement | CHF 90,000,000 |
| 2023  | CHF 90,000,000 |
| 2024  | CHF 90,000,000 |
| 2025  | CHF 90,000,000 |
| 2026  | CHF 90,000,000 |
| 2027  | CHF 90,000,000 |
| 2028  | CHF 90,000,000 |
| 2029  | CHF 90,000,000 |
| 2030  | CHF 80,000,000 |

| <b>SAA Tracking Information (IATI or other)</b>        |   |                                |
|--|---|--------------------------------|
| Administrative Agent                                   | Administrative Agent IATI organisation identifier:<br>Administrative Agent IATI activity identifier:<br>UV 2030 MPTF                        | XI-IATI-UNPF<br><br>MPTF_00243 |
| Contributor (option 1)<br>or<br>Contributor (option 2) | Contributor IATI organisation identifier:<br>Contributor IATI activity identifier (contract number):<br><br>Contributor agreement reference |                                |

<sup>1</sup> Subject to the conditions and considerations mentioned in Paragraph 5 of the present ANNEX B.