

MEMORANDUM OF AGREEMENT
FOR
Elsie Initiative Fund
for Uniformed Women in Peace Operations
USING PASS-THROUGH FUND MANAGEMENT

MEMORANDUM OF AGREEMENT
between
the Government of **XXXXX**
and
the United Nations Development Programme
regarding the operational aspects of
the National Programmes
of Government **XXXXXXXX**

Commented [DW-S1]: Insert the full name of the Country

Commented [DW-S2]: Insert the full name of the Country

WHEREAS, the Participating United Nations Organizations (hereinafter referred to collectively as the “Participating UN Organizations”) signing a Memorandum of Understanding (MOU), attached hereto as ANNEX B, have developed the Elsie Initiative Fund for Uniformed Women in Peace Operations (hereinafter referred to as the “Fund”) starting on 21 March 2019 and ending on 31 March 2024 (hereinafter “End Date”), as may be amended from time to time, as more fully described in the Terms of Reference of the Multi-Donor Trust Fund dated March 2019, (hereinafter referred to as the “TOR”), a copy of which is attached hereto as ANNEX A, and have agreed to establish a coordination mechanism (hereinafter referred to as the “Steering Committee”) to facilitate the effective and efficient collaboration between the Participating UN Organizations for the implementation of the Fund;

WHEREAS, the Participating United Nations Organizations, as per MOU and TOR, agree for a National Government (hereinafter referred to as the “Recipient National Government”) to have access to the Fund and carry out programmatic activities approved by the Fund Steering Committee, through direct implementation of National Programmes, in accordance with this Memorandum of Agreement (MOA) and assume responsibilities similar to those of the Participating UN Organizations signing the MOU.

WHEREAS, the Participating UN Organizations have further agreed to ask UNDP (which is also a Participating UN Organization in connection with this Fund)¹ to serve as the Administrative Agent (hereinafter “Administrative Agent”) and for these purposes UNDP’s Multi-Partner Trust Fund Office (MPTFO) has agreed to do so in accordance with the MOU and pursuant to its Financial Regulations and Rules, and the terms and conditions set out in the TOR and this MOA;

WHEREAS, UNDP as the Administrative Agent will conclude with the donors on behalf of the Participating UN Organisations and Recipient National Governments the Standard Administrative Arrangements for the Fund (hereinafter “Standard Administrative Arrangement”), the template of which is annexed hereto as ANNEX C;

WHEREAS, this Memorandum of Agreement governs the relationship between the Recipient National Government and the Administrative Agent also with respect to the National Programmes to be undertaken by the Recipient National Government under the Fund.

NOW, THEREFORE, the Recipient National Government and the Administrative Agent (hereinafter “the Parties”) agree as follows:

¹ 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.

Section I

Establishment of the Elsie Initiative Fund for Uniformed Women in Peace Operations

1. The signature of this Memorandum of Agreement establishes a National Programme under the Elsie Initiative Fund for Uniformed Women in Peace Operations which shall facilitate the effective and efficient collaboration between the Recipient National Government, donors, the Administrative Agent, and other stakeholders for the implementation of the Fund, as set out in the TOR.

2. The Government has designated the [Name of the Government Coordinating Entity] (hereinafter the “Government Coordinating Entity”) to coordinate the development and implementation of the National Programme activities on behalf of the Recipient National Government. The Recipient National Government assumes full financial and programmatic accountability for the funds disbursed by the Administrative Agent to the Government Coordinating Entity, which funds shall be thereafter disbursed by the Government Coordinating Entity from its separate ledger account to the Recipient National Government entities that shall implement the activities funded by the Fund (hereinafter the “National Entities”)², and shall have such other responsibilities as set forth herein. The Recipient National Government will ensure that all obligations of the Government Coordinating Entity and the National Entities as set forth herein, are undertaken as required by the Memorandum of Agreement.

3. The Fund shall be governed by the Steering Committee as described in the TOR. In accordance with UN rules and regulations, the Steering Committee will carry out the functions stated in the TOR, including prioritizing the programmes, making fund allocation decisions, and overseeing the effective monitoring and evaluation of the Fund-financed activities. The Steering Committee will be supported by a Fund Secretariat, as described in the TOR.

4. The activities financed by the Fund and undertaken by the National Entities shall be carried out on the basis of the applicable national laws, regulations and procedures (hereinafter referred to as the “National Regulatory Framework”), provided they do not contravene the principles set out in UNDP’s regulations and rules. The Recipient National Government, through the Government Coordinating Entity, will be programmatically and financially accountable for all the funds transferred to the Recipient National Government further to the decisions of the Steering Committee, and for the programmes/projects implemented with those funds.

5. Resources from the Fund, including interest accrued to the Fund Account, will be utilized for the purpose of meeting the direct and indirect costs of programmes undertaken by the National Entities and the Participating UN Organizations, as well as meet the direct costs related to its administration, the tasks of the Fund Secretariat, and for evaluations and audits required by the Fund.

Section II The Administrative Agent

² The National Entities cannot include Private Sector entities or Non-Governmental Organizations.

Commented [DW-S3]: There can only be one MOA signed between a Country and the UNDP MPTFO.

Whichever Ministry signs as the Government Coordinating Entity (GCE), this Ministry will be the Ministry responsible for any projects submitted to the EIF from that Country’s National Entities: Military, Police or Gendarmerie.

Therefore - if either the MOD or MOI sign as the GCE, they would have full financial and programmatic accountability for all projects submitted by that Country in current or future EIF programming rounds.

Therefore, MPTFO guidance is for the GCE to be another Ministry i.e. Finance / Treasury, rather than Defence or Interior.

Insert the full name of the Ministry which will be the Government Coordinating Entity (GCE).

Whichever Ministry signs, ensure that this is in accordance with National financial rules and regulations.

6. UNDP, through its MPTF Office, administers the National Programme as part of the Fund, in accordance with the TOR. UNDP shall use its multi-donor trust fund management mechanism adapted for the management support services arrangements described herein.

7. Activities financed by the Fund and undertaken by National Entities shall be in accordance with this Memorandum of Agreement.

8. UNDP as Administrative Agent of the Fund, through its MPTF Office, will carry out the following functions:

- (a) Receive contributions from donors that wish to provide financial support to the Fund and deposit those in the Fund Account;
- (b) Administer such funds received, in accordance with this Memorandum of Agreement, the MOU and the Standard Administrative Agreement (SAA), including the provisions relating to winding up the Fund Account and related matters;
- (c) Subject to availability of funds, disburse such funds to the Government Coordinating Entity in accordance with decisions from the Steering Committee, taking into account the budget set out in the approved programmatic document³;
- (d) Ensure consolidation of statements and reports, with information obtained by submissions provided by the Government Coordinating Entity, based on the submissions of each National Entity, as set forth in the TOR, and provide these to each donor that has contributed to the Fund, and to the Steering Committee;
- (e) Provide final reporting, including notification that the National Programme has been operationally completed, in accordance with Section V below;
- (f) Disburse funds to the Government Coordinating Entity for any additional costs of the tasks that the Steering Committee may decide to allocate to them in accordance with the TOR.

9. The Administrative Agent will conclude the SAA with each donor that wishes to provide financial support to the Fund for activities undertaken by the National Entities and the Participating UN Organizations. The Government Coordinating Entity and the National Entities will abide by the obligations described in the SAA, including the provisions related to fraud, corruption and unethical behavior. The Administrative Agent will not agree with any donor to amend the terms of ANNEX C without prior written agreement of the Government Coordinating Entity. The Administrative Agent and the Government Coordinating Entity will ensure the posting of a copy of the SAA template as well as information on contributions, on the website of the Administrative Agent (<http://mptf.undp.org>), as well as the website of the Government Coordinating Entity, as appropriate.

³ As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes.

10. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each donor signing an SAA for the Fund to meet its costs of performing the functions described in this Memorandum of Agreement and the MOU.

Section III **Financial Matters**

The Administrative Agent

11. UNDP, as Administrative Agent, will establish a separate ledger account (hereinafter, the "Fund Account") under its financial regulations and rules for the receipt and administration of the funds received pursuant to an SAA for the Fund. The Fund Account will be administered by the UNDP, in accordance with the UNDP's applicable regulations, rules, policies and procedures, including those relating to interest. The Fund Account will be subject exclusively to the internal and external auditing procedures laid down in the applicable UNDP financial regulations, rules, policies and procedures.

12. The Administrative Agent will not absorb gains or losses on currency exchanges which will increase or decrease the funds available for disbursements to the Government Coordinating Entity and Participating UN Organisations.

13. Subject to the availability of funds, the Administrative Agent will make disbursements from the Fund Account based on decisions from the Steering Committee, in line with the budget set forth in the programmatic document.

14. The Administrative Agent will normally make each disbursement to the Government Coordinating Entity and the respective Participating UN Organization within five (5) business days after receipt of the relevant approved programmatic document and instruction from the Steering Committee and 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 through wire transfer. The Government Coordinating Entity will advise the Administrative Agent in writing of the bank account for transfers pursuant to this Memorandum of Agreement. When making a transfer, the Administrative Agent will notify the Government Coordinating Entity, of the following: (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from the UNDP in respect of the Fund pursuant to this Memorandum of Agreement. Transfers to the Participating UN Organizations will occur in a similar manner in accordance with the terms of the MOU.

15. Where the balance in the Fund Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Steering Committee and make a disbursement, if any, in accordance with the Steering Committee's instructions.

The Government Coordinating Entity

16. The Recipient National Government has designated the Government Coordinating Entity to serve as the primary interlocutor on all aspects of the National Programme including with respect to the Administrative Agent.

17. The Government Coordinating Entity 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. This separate ledger account will be managed in accordance with the national regulatory framework, provided that such framework does not contradict the principles affirmed in the regulations, rules, policies and procedures of UNDP. This separate ledger account will be subject to the internal and external reviews, verifications and audits described in the TOR.

18. In order to carry out activities financed by the Fund, National Entities shall be proposed by the Government Coordinating Entity and approved by the Steering Committee, following assessments of financial, managerial and technical capacity by the Fund Secretariat. The Steering Committee shall review and approve the programmatic proposals recommended for funding. National Entities will receive funds and carry out activities on the basis of the National Regulatory Framework.

19. The Government Coordinating Entity will use, and ensure that the National Entities use, the funds disbursed by the Administrative Agent to carry out the activities for which they are responsible as set out in the approved programmatic document. The Government Coordinating Entity, and through it the National Entities, will commence and continue to conduct operations for the programmatic activities only upon receipt of disbursements. The Government Coordinating Entity, and through it the National Entities, 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 Government Coordinating Entity will submit a supplementary budget request to the Steering Committee.

The Participating UN Organizations

20. The Participating UN Organizations will use the funds transferred by the Administrative Agent in accordance with the provisions of the MOU.

Section IV **Activities of the Fund**

The Role of the National Entities and the Government Coordinating Entity

21. The Government Coordinating Entity will ensure that each National Entity is responsible for the activities specified in its proposal, in accordance with the decisions of the Steering Committee and the National Regulatory Framework.

22. The Government Coordinating Entity through the Steering Committee will take the necessary steps to ensure that National Entities have the required capacities to meet all the requirements spelled out in this Memorandum of Agreement, including the TOR, the programmatic document and the National Regulatory Framework.

23. After approval by the Steering Committee of a National Entity's programmatic proposal, the Administrative Agent will transfer the approved amount to the Government Coordinating Entity, in accordance with paragraph 13.

24. Any modifications to the scope of any approved programmatic document, including as to its nature, content, sequencing or the duration thereof will be subject to the approval of the Steering Committee. Upon decision by the Steering Committee to approve the revision of any approved programmatic document, the Fund Secretariat will promptly notify the Administrative Agent of the approved change. For activities financed by the Fund and undertaken by the National Entities, on the termination or expiration of this Memorandum of Agreement, the ownership of equipment, supplies and other property financed from the Fund shall vest in the Government.

25. The Government Coordinating Entity will ensure that where a National Entity wishes to carry out its activities through or in collaboration with third parties, it will be responsible for discharging all commitments and obligations with such third parties, and the Administrative Agent will not be responsible for doing so.

26. In carrying out their activities, neither the Government Coordinating Entity nor the National Entity will be considered agents of the Administrative Agent of Fund, nor will the personnel of any one be considered the staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, the Administrative Agent will not be liable for the acts or omissions of the Government Coordinating Entity, the National Entities, or their personnel, or of persons performing services on their behalf.

27. The Government Coordinating Entity will advise the Administrative Agent in writing when all activities for which the National Entities are responsible under the respective approved programmatic document have been completed.

28. The Government Coordinating Entity recognizes that the donors reserve the right to discontinue future contributions if reporting obligations are not met as set forth in the SAA for the Fund or if there are substantial deviations from agreed plans and budgets. The Government Coordinating Entity also recognizes that each donor that signed an SAA may suspend its contribution (1) in case of failure to abide by the provisions of the SAA; (2) in case of substantial revision of the TOR; or (3) in case of credible allegations concerning an improper use of funds in accordance with Section VIII of the SAA. However, the suspension must be notified in writing and, prior to such measures, the Administrative Agent, the Steering Committee and the donor(s) must hold consultations with the objective of promptly resolving the situation.

29. The Parties, including the National Entities as shall be ensured by the Government Coordinating Entity, are firmly committed to take all precautionary measures to prevent and remedy fraudulent, coercive, obstructive or unethical practices. In case of an investigation related to wrongdoing, the Government Coordinating Entity and the National Entities, as shall be ensured by the Government Coordinating Entity, commit to follow the procedure described in the SAA. If it is agreed among the Steering Committee, the Government Coordinating Entity, the donors and the Administrative Agent that there is evidence of improper use of funds by any National Entity, the Government Coordinating Entity will repay an amount equivalent to the amount of the funds found to have been misused, into the Fund Account from its own resources. The donor(s) may request the refund of these funds in proportion to its/their contribution to the Fund. In such a case, the Administrative Agent will reimburse the applicable portion of the fund to the donor(s). The funds for which the donor(s) would not request the refund will be transferred to the Fund Account and used in a manner mutually agreed between the Steering Committee and the donor(s). Should

repayment to the Fund Account not occur within a reasonable period of time as shall be established by the Steering Committee, the donors may elect to terminate any further fund transfer to the programmatic activity in question.

30. In cases of serious or wide-spread fraud that are judged to be harmful to the reputation of the Fund, the Donors in consultation with the Steering Committee will suspend all further fund transfers until adequate remedial measures have been taken. Once such remedial actions have been taken and the issue is found by the donors to be satisfactorily addressed, the case will be presented to and discussed with the Steering Committee. In cases where the Recipient National Government, donors and Administrative Agent are unable to reach consensus on a corrective course of action, final decision-making in relation to the future contribution payment to the Fund will lie with the donors. Any recourse in relation to sanctioning any governmental entity, including but not limited to any of the National Entities, will lie with the Recipient National Government and will be based on the National Regulatory Framework.

Special Provisions regarding Financing of Terrorism

31. Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Government Coordinating Entity and the National Entities are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Government Coordinating Entity and the National Entities recognize their obligation to comply with any applicable sanctions imposed by the UN Security Council. The Government Coordinating Entity will, and will ensure that each National Entities will, use all reasonable efforts to ensure that the funds transferred to them in accordance with the Memorandum of Agreement 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 Agreement, the Government Coordinating Entity or any National Entity determines there are credible allegations that funds transferred to it in accordance with this Memorandum of Agreement have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime, it will as soon as it becomes aware of it inform the Steering Committee, the Administrative Agent and the donors and, in consultation with the donors, as appropriate, determine an appropriate response.

The role and Activities of the Participating UN Organizations

32. The role, activities and obligations of the Participating UN Organizations are as set forth in the MOU.

Section V **Reporting**

Financial Reports

33. The Participating UN Organizations and the National Entities through the Government Coordinating Entity will provide the Administrative Agent with the following financial statements and reports for funds received from the Fund, as set forth in the TOR:

- (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 each 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.

Narrative Reports

34. The Participating UN Organizations and the National Entities through the Government Coordinating Entity will provide the Administrative Agent with the following narrative reports, as set forth in the TOR:

- (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 each 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

35. 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.

36. The Administrative Agent will ensure the preparation of consolidated narrative progress and financial reports, based on the reports provided in paragraphs 33 and 34 above, and will provide these consolidated reports to each donor that has contributed to the Fund, as well as the Steering Committee and the Government Coordinating Entity, in accordance with the timetable established in the SAA.

37. The Administrative Agent will also provide the Government Coordinating Entity, Steering Committee and donors with the following statements on its activities:

- a) Certified annual financial statement (“Source and Use of Funds” as defined by UNSDG 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.

38. Consolidated reports and related documents will be posted on the websites of the Recipient National Government [enter website] and the Administrative Agent (<http://mptf.undp.org>).

Commented [DW-S4]: Enter the web site of the National Government where these details will be posted, i.e. the Ministry referred to in Section 1, Paragraph 2.

Section VI **Monitoring and Evaluation**

Monitoring

39. Monitoring of the Fund will be undertaken in accordance with the TOR. The Participating UN Organizations, the donors and the Administrative Agent will hold consultations at least annually, as appropriate, to review the status of the Fund. In addition, the Participating UN Organizations, the donor(s) and the Administrative Agent will discuss any substantive revisions to the Fund, and promptly inform each other about any significant circumstances and major risks, which interfere or threaten to interfere with the successful achievement of the outcomes outlined in the TOR, financed in full or in part through contributions from the donor(s).

Evaluation

40. Evaluation of the Fund including, as necessary and appropriate, joint evaluation by the Recipient National Governments, represented by the Government Coordinating Entities, the Participating UN Organizations, the donors, the Administrative Agent and other partners will be undertaken in accordance with the TOR.

41. The Steering Committee will recommend a joint evaluation if there is a need for a broad assessment of results at the level of the Fund or at the level of an outcome within the Fund. The joint evaluation report will be posted on the websites of the Recipient National Government [enter website] and the Administrative Agent (<http://mptf.undp.org>).

Commented [DW-S5]: Enter the web site of the National Government where these details will be posted.

This would normally be the:
- Ministry of Defence / Country's Military,
- Minister of Interior / National Police

42. In addition, the Parties recognize that the donor(s) may, separately or jointly with other partners, take the initiative to evaluate or review their cooperation with the Administrative Agent, the Government, including the Government Coordinating Entity and the National Entities, and the Participating UN Organizations under this Memorandum of Agreement, 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, the Government Coordinating Entity, the National Entities and the Participating UN Organizations will be informed about such initiatives, will be consulted on the scope and conduct of such evaluations or reviews and will be invited to join. The Administrative Agent, the Government Coordinating Entity, the National Entities and the Participating UN Organizations will upon request assist in providing relevant information within the limits of their regulations, rules, policies and procedures. All costs will be borne by the respective donor, unless otherwise agreed. It is understood by the Parties that such evaluation or review will not constitute a financial, compliance or other audit of the National Programme including any projects or activities funded under this Memorandum of Agreement.

Section VII **Audit**

43. The Government Coordinating Entity and the National Entities will be audited in relation to the implementation of the National Programme and their use of resources from the Fund, in accordance with the National Regulatory Framework, and subject to any others external auditing requirements described in the TOR. The Administrative Agent and the Participating UN Organizations will be audited in accordance with their own Financial Regulations and Rules as described in the MOU.

44. The corresponding external and internal audit reports will be disclosed publicly unless the relevant policies, respective regulations, and procedures of each of the relevant National Entities or Participating UN Organisations provide otherwise.

Section VIII **Joint Communication and Transparency**

45. The Government Coordinating Entity, the National Entities and the Participating UN Organisations will take appropriate measures to publicize the Fund and to give due credit to the other stakeholders. Information given to the press, to the beneficiaries of the Fund, all related publicity material, official notices, reports and publications, will acknowledge the leading role of the Steering Committee, the donors, the Government Coordinating Entity, the National Entities, 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 the Steering Committee, the donors, the Government Coordinating Entity, the National Entities and the Participating UN Organizations, in all external communications relating to the Fund and the National Programme.

46. The Administrative Agent in consultation with the Fund Secretariat will ensure that decisions regarding the review and approval of the Fund's projects, periodic reports on the progress of Fund-financed activities and associated external evaluation are posted, where appropriate, for public information on the website of the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include Steering Committee approved projects and projects awaiting approval, Fund-level annual financial and progress reports and external evaluations, as appropriate.

47. The Recipient National Government, through it the Government Coordinating Entity and the National Entities, and the Administrative Agent are committed to principles of transparency with regard to the implementation of the National Programme, consistent with their respective regulations, rules, policies and procedures. The donors, the Administrative Agent, the Recipient National Government, and through it the Government Coordinating Entity and the National Entities, the Participating UN Organizations and the Fund Secretariat, as applicable, will endeavor to consult prior to publication or release of information regarded as sensitive.

Section IX **Entry into Force, Expiration, Modification**

48. This Memorandum of Agreement will come into effect upon signature by authorized representatives of the Parties and will continue in full force and effect until it is terminated or expires.

49. This Memorandum of Agreement will expire upon the delivery to the donor(s) of the certified final financial statement pursuant to Section V Article 37 b.

50. This Memorandum of Agreement may be modified only by written agreement between the Parties.

51. The Administrative Agent's appointment may be terminated by the Administrative Agent (on the one hand) or the Government Coordinating Entity (on the other hand) on thirty (30) days' written notice to the other party, subject to the continuance in force of paragraph 52 below for the purpose therein stated. In the event of such termination, the Parties will agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.

52. Commitments assumed by the Parties under this Memorandum of Agreement will survive the termination or expiration of this Memorandum of Agreement to the extent necessary to permit the orderly conclusion of the activities and the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers.

53. Any balance remaining in the Government Coordinating Entity and/or the National Entities' separate ledger accounts upon operational completion of the activities for which the Government Coordinating Entity and the National Entities 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 Article 33. Any balance remaining in the Fund Account upon completion of the Fund will be used for a purpose mutually agreed upon or returned to the donor(s) in proportion to their contribution to the Fund as decided upon by the donor(s) and the Steering Committee.

Section X Notices

54. Any action required or permitted to be taken under this Memorandum of Agreement may be taken on behalf of the Recipient National Government, by [REDACTED], or his/her designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator of the UNDP MPTF Office, or his/her designated representative.

Commented [DW-S6]: Insert the person's name in full.
This could be the Chief Financial Officer, or a high-ranking **responsible official** from the Government Coordinating Entity

55. Any notice or request required or permitted to be given or made in this Memorandum of Agreement will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail or any other agreed means of communication to the party to which it is required to be given or made, at such party's address specified below or at such other address as the party will have specified in writing to the party giving such notice or making such request.

For the Recipient National Government:

Name:
Title:
Address:
Telephone:
Facsimile:
Electronic mail:

Commented [DW-S7]: Insert the requested details in full - for the person named in paragraph 54 above.

For the Administrative Agent:

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

Section XI General Provisions

56. In the event of any controversy, claim or dispute between the Parties arising out of this Memorandum of Agreement or the breach thereof, the Parties shall seek an amicable resolution thereof through good faith direct negotiations.

57. The Recipient National Government agrees that the provisions of the Agreement between UNDP and the Recipient National Government, relating to UNDP's assistance to the country signed on [-----] (Standard Basic Assistance Agreement) shall apply to UNDP and its personnel carrying out the management and other support services provided hereunder.

Commented [DW-S8]: Check ILO website for date of UNDP Agreement with your Country:

http://www.ilo.int/dyn/legprot/en/f?p=2200:11002:4363981444230::NO:11002:P11002_AGREEMENT_ID:101072:NO

and insert the date here.

58. In accordance with the Standard Basic Assistance Agreement, the Recipient National Government shall bear all risks of operations arising under this Agreement and shall be responsible for dealing with claims which may be brought by third parties against UNDP, its officials or other persons performing services on its behalf, and shall hold them and UNDP harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Recipient National Government and UNDP agree that claims or liabilities arise from the gross negligence or willful misconduct of the above-mentioned persons.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have signed this Memorandum of Agreement in English.

On behalf of the
Recipient National Government of
-----:

On behalf of UNDP:

Signature:

Signature:

Name:
Title:
Place:
Date:

Name: Ms. Jennifer Topping
Title: Executive Coordinator, MPTF Office
Place: New York
Date:

ANNEX A: The Elsie Initiative Fund for Uniformed Women in Peace Operations Terms of Reference ([link](#))

ANNEX B: Memorandum of Understanding between the Participating UN Organizations and the Administrative Agent ([link](#))

ANNEX C: Standard Administrative Arrangement between the Donor and the Administrative Agent ([link](#))