

ADMINISTRATIVE ARRANGEMENT
BETWEEN THE
ASIAN DEVELOPMENT BANK (“ADB”)
AND THE
UNITED NATIONS DEVELOPMENT PROGRAMME (“UNDP”)
FOR FUNDS TRANSFERRED BY ADB TO UNDP
IN SUPPORT OF A PROJECT TO BE EXECUTED BY UNDP
DATED OCTOBER 2020
(THE “ADMINISTRATIVE ARRANGEMENT”)

Whereas the **Asian Development Bank (ADB)** and the **United Nations Development Programme (UNDP)** signed a Memorandum of Understanding on 12 April 2019 for continued and deepened collaboration supporting the progress towards the Sustainable Development Goals in Asia and the Pacific;

Whereas **ADB** on 19 June 2018 approved a regional knowledge and support technical assistance titled “Enhancing ADB’s Support for Social Protection to Achieve the Sustainable Development Goals”;

Whereas **UNDP** coordinates the online member-based knowledge sharing and capacity building platform on social protection, socialprotection.org, and has a proven track record as a knowledge broker and facilitator of global development discourse;

Whereas **ADB** has agreed to transfer an amount of sixty-nine thousand one hundred and twenty United States Dollars (USD 69,120) (“ADB funds”¹) to UNDP to implement agreed activities as set out in **Appendix A** (the “project”) of this Administrative Arrangement; and

Whereas **UNDP** has agreed to receive and administer the funds to be transferred by ADB to UNDP upon the terms and conditions set forth hereinafter;

Now therefore ADB and UNDP agree as follows:

Article I. The purpose and utilization of the ADB funds transferred by ADB to UNDP

1. The purpose of the ADB funds transferred by ADB to UNDP is to support the activities under the project.

¹ The term “ADB funds” does not imply that the funds transferred by ADB are ADB funds; funds transferred by ADB may be ADB funds or funds from trust funds administered by ADB.

2. The ADB funds transferred by ADB to UNDP shall be used to cover the project activities and costs as set out in Appendix A of this Administrative Arrangement.
3. The project and costs to be covered by the ADB funds transferred by ADB to UNDP may be reviewed periodically by ADB and UNDP as may be required, and may be adjusted subject to mutual agreement by ADB and UNDP.
4. The ADB funds transferred to UNDP by ADB under Article II below shall be treated as UNDP resources and administered in accordance with UNDP Financial Regulations and Rules.

Article II. ADB funds to be transferred to UNDP

1. ADB shall transfer to UNDP the ADB funds in the amount of sixty-nine thousand one hundred and twenty United States Dollars (USD 69,120), in accordance with the schedule of payments set out in Appendix A, subject to ADB’s confirmation of satisfactory completion of all the tasks and deliverables specified therein.

2. ADB funds shall be deposited in the following UNDP account:

Account Details

Beneficiary Name:	UNDP Representative in Brazil (USD) Account
Beneficiary Bank Name:	Bank of America
Beneficiary Account Name:	3752220643
SWIFT/ABA:	111000012
SWIFT Address:	BOFAUS3N (only for outside US transfer)
Currency:	US Dollars
Bank Address:	730 15th Street, N.W. 7th Floor, Washington DC

3. ADB will inform UNDP when ADB funds, in lumpsum, are transferred via e-mail message with remittance information to: contributions@undp.org; marcus.silveira@undp.org; guilherme.berdu@undp.org.

Article III. Organizational responsibilities, accountability and management

1. UNDP shall be responsible for the project, using ADB funds that are transferred by ADB to UNDP for the project.
2. UNDP shall be responsible to ADB for the proper use of ADB funds transferred by ADB to UNDP, including use for the specific countries and purposes for which these ADB funds are approved by ADB.
3. An advisory committee shall be established with a mandate to include monitoring progress and providing advice to the responsible UNDP project manager concerning management and implementation of the project. Where an advisory or a steering committee is already established for the project, such a committee may be used for this purpose, provided ADB can fully participate.

4. The relevant UNDP office shall provide ADB with semi-annual status reports on progress in implementation of the project as well as the latest approved budget for the project with the progress reports to be in the standard format for UNDP progress reports, unless otherwise agreed by ADB and UNDP. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of ADB.

Article IV. General management and other support costs

1. Within the total amount transferred by ADB to UNDP for the project, eight percent (8%) of the total ADB funds to be transferred by ADB to UNDP shall be allocated to UNDP to cover UNDP general management support costs (as defined by UNDP). However, ADB and UNDP acknowledge and agree that this allocation may be revised as agreed by ADB and UNDP on a case by case basis (with sufficient justification provided for any increase in allocation), and set out as the final General Management Support Service fee ("GMS"), and applied in accordance with UNDP's cost recovery policy.
2. Other implementation support services costs (as defined by UNDP) incurred by UNDP related to the specific activities to be financed by ADB funds transferred by ADB to UNDP may be included as line items in the budget for utilization of such funds with these costs additional to the funds provided for the general management support costs.

Article V. Currency for payments, accounts and expenditure

1. All payments by ADB to UNDP, and all financial accounts and statements submitted by UNDP to ADB shall be expressed in United States Dollars.
2. The value of the ADB funds transferred by ADB to UNDP, if made in a currency other than United States Dollars, shall be determined by applying the United Nations Operational Rate of Exchange in effect on the date of payment, appropriately documented by UNDP.

Article VI. Annual and final financial statements

1. UNDP shall provide ADB an annual financial statement as of 31 December each year, certified by the UNDP Comptroller, and on use of the ADB funds transferred by ADB to UNDP during the previous year, not later than 30 June the following year.
2. The International Public Sector Accounting Standards shall be applied to accounting records and annual financial statements.
3. After completion and financial closing of the project, UNDP shall provide ADB, not later than 30 June of the year following the financial closing, a final financial statement, certified by the UNDP Comptroller, on the use of the ADB funds transferred by ADB to UNDP.
4. All financial statements as well as other financial reports and statements of expenditure related to ADB funds transferred by ADB to UNDP will be provided by the UNDP in the standard UNDP formats.

Article VII. Use of interest income

1. Any interest income attributable to ADB funds transferred by ADB to UNDP may be retained by UNDP as UNDP's regular resources in accordance with the decision of UNDP's Executive Board and UNDP's Financial Regulations and Rules, subject to the following two conditions: (i) the amount transferred at any time does not exceed the equivalent of USD 500,000 and (ii) ADB confirms the original source of funds does not prohibit such arrangement, in which case the interest shall be returned to ADB. In this regard, ADB will advise UNDP of any instances in which the original source of funds that are being transferred to UNDP may have restrictions that prevent ADB from allowing UNDP to retain interest less than USD 500,000.

Article VIII. Ownership and disposition of equipment

1. Ownership of equipment, supplies and other properties purchased by UNDP with ADB funds transferred by ADB to UNDP shall vest in UNDP. Matters related to transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.
2. On completion of the project, all equipment, goods, supplies and/or properties purchased by UNDP with ADB funds transferred by ADB to UNDP shall be transferred to the beneficiary DMCs in accordance with relevant policies and procedures of UNDP, unless otherwise agreed by ADB.

Article IX. Completion of project

1. UNDP shall notify ADB when all activities relating to the project implemented by UNDP using ADB funds transferred by ADB to UNDP have been completed.
2. UNDP shall prepare and submit to ADB a project completion report in the standard UNDP format on completion of the project including supplementary information that ADB may require for preparing its Technical Assistance Completion Report on use of ADB funds transferred by ADB to UNDP.
3. Notwithstanding the completion of the project, UNDP shall continue to hold unutilized ADB funds that have been transferred by ADB to UNDP for the project until all eligible expenditures incurred prior to completion of the project have been paid and activities brought to an orderly conclusion.

Article X. Disposition of unexpended funds after completion or pre-termination

1. When the project is completed or in the event that this Administrative Arrangement is pre-terminated, any ADB funds that have been transferred by ADB to UNDP for the project and (subject to Article VII above) any interest income attributable to ADB funds transferred by ADB to UNDP shall be returned to ADB after all eligible expenditures incurred prior to the completion of the project or pre-termination of this Administrative Arrangement, as the case may be, have been paid, unless otherwise agreed by ADB. Funds should be returned in the original currency of funds transfer.

Article XI. Internal and external audit

1. The use of ADB funds transferred by ADB to UNDP for implementation of the project by UNDP shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP.
2. Should the annual Audit Report of the Board of Auditors of UNDP to its governing body contain observations concerning the project and/or related financial management of ADB funds transferred by ADB to UNDP for this purpose, such information shall be made available to ADB.
3. If information about the expenditure of ADB funds transferred by ADB to UNDP is requested by ADB for conduct of ADB internal and external audits related to transfer of ADB funds by ADB to UNDP for the project concerned, UNDP shall provide the information as reasonably requested to the ADB.

Article XII. Application of safeguard policies

1. UNDP shall implement the project using ADB funds transferred by ADB to UNDP in accordance with applicable UNDP safeguard policies.
2. Notwithstanding Article XII(1) above, if any cases arise which ADB has assessed in accordance with its policies and procedures, has, or may likely have, adverse social or environmental impacts, ADB and UNDP shall consult and agree on the applicable requirements and documentation to be put in place to mitigate and/or address such impacts (and the more stringent requirements and documentation between the ADB and UNDP shall prevail), and to be assured by UNDP in implementation of the project.

Article XIII. Procurement of works, goods and services

1. ADB and UNDP recognize the importance and value of international competition in procurement of works, goods and services, to the extent this is consistent with the country eligibilities set out in their respective statutory instruments for procurement of works, goods and services. ADB funds transferred by ADB to UNDP shall be used for procurement of works, goods and services from ADB member countries only, unless otherwise approved by the required ADB and UNDP authorities on a case-by-case basis. To the extent consistent with the criteria of country eligibility for procurement of works, goods and services noted in this paragraph, ADB and UNDP support the principle of the widest possible open and competitive selection in procurement of works, goods and services to ensure value for money and as a precaution against corrupt practices.
2. Any procurement of works, goods and services using ADB funds transferred by ADB to UNDP for the project shall be by open and competitive selection processes within the ADB member country eligibility set out in Article XIII(1) above, unless otherwise approved in advance on a case-by-case basis.
3. Subject to compliance with the ADB member country eligibility requirement noted in Article XIII(1) above and to open and competitive selection noted in Article XIII(2) above, as well as ADB's sanctions list in Article XVI(4) below, all procurement of works, goods and services using ADB funds transferred by ADB to UNDP for the project shall be carried out using and in

accordance with UNDP policies, procedures and documentation for the procurement of works, goods and services as set out in the UNDP Procurement Manual and procedures (as amended from time to time). ADB and UNDP will advise each other of any pertinent changes to their respective procurement policies, so that harmonization of standards can be assessed and maintained.

Article XIV. Recognition of ADB financial support

1. UNDP will make best efforts to include in its public documentation pertaining to the project for which ADB transfers funds to UNDP, a public acknowledgement of ADB financial support for the project.

Article XV. Pre-termination of the Administrative Arrangement

1. ADB and UNDP shall consult between themselves and with the authorities in the beneficiary DMCs prior to pre-termination of the project by either organization.
2. Either organization may pre-terminate this Administrative Arrangement which shall cease to be in force thirty (30) days after either organization has given notice in writing to the other organization of its decision to terminate this Administrative Arrangement.
3. In the event of pre-termination, UNDP will provide to ADB a statement of expenditure for all unliquidated expenses.
4. In the event of pre-termination, ADB and UNDP shall consult with each other about the appropriate steps to be taken and/or any further actions which may be necessary to take with respect to the project, including settlement of any outstanding commitments and liabilities.

Article XVI. Anti-corruption procedures and investigations

1. ADB and UNDP agree that it is essential to take all necessary precautions to avoid corrupt, fraudulent, collusive, coercive or unethical practices as well as obstruction. To this end, in implementing the project using ADB funds transferred by ADB to UNDP, UNDP shall maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt, fraudulent, collusive, coercive or unethical practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules and the UNDP Procurement User Guide.
2. ADB and UNDP will consult with each other in respect of any matter that may arise from or in connection to corrupt, fraudulent, collusive or coercive practices, conflicts of interest, or unethical practices with respect to the project.
3. All allegations of any such practices shall be investigated promptly and, where confirmed, appropriate follow-up action shall be initiated without delay by ADB in accordance with applicable ADB policies, procedures and guidelines where such allegations involve ADB personnel and/or activities and by UNDP in accordance with applicable UNDP policies, regulations and rules where such allegations involve UNDP personnel and/or activities. The following definitions shall apply:

- (a) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (b) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (d) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (e) “unethical practice” means behavior that constitutes a conflict of interest, or that is contrary to the policies and requirements of doing business with UNDP, including but not limited to post-employment and gifts and hospitality provisions as defined by UNDP and as well as the integrity violations set out in ADB’s Integrity Principles and Guidelines;
 - (f) “obstruction” means acts or omissions by a Vendor that prevent or hinder UNDP from investigating complaints of Vendor engagement in Proscribed Practices within the meaning of UNDP Vendor Sanctions Policy and obstructive practice as defined in ADB’s Integrity Principles and Guidelines.
4. Any entity debarred, (including those cross debarred), or temporarily suspended by ADB in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines shall be ineligible to participate in the project funded by ADB and implemented by UNDP pursuant to this section.

Article XVII. Application of access to information and disclosure procedures

- 1. ADB and UNDP recognize the importance of disclosure of information to the public. Both organizations have adopted access to information and disclosure policies based on the presumption of public disclosure of information and documentation received by or generated by them, subject to specific exceptions, including, information provided in confidence.
- 2. Access to and disclosure of documents and information received by or generated or maintained by ADB with respect to the project shall be governed by the ADB’s Access to Information Policy (2018).
- 3. Access to and disclosure of documents and information received by or generated or maintained by UNDP with respect to the project shall be governed by the UNDP Information Disclosure Policy and the UNDP Publications Policy.
- 4. In cases involving documents prepared with contributions of ADB and UNDP, the two organizations will consult and decide on a case-by-case basis on the disclosure of such documents.

5. ADB and UNDP will consult with each other in advance and prior to release of documents and/or information to ensure that release of such documentation and information is coordinated and does not contravene the access to information and disclosure policy of either organization.

Article XVIII. Confidentiality of information

1. All electronic, oral, printed and/or written information furnished by one party to the other which is designated as “confidential” shall be treated as confidential. Such confidential information shall not be disclosed without the prior knowledge and consent of the other party, except where such disclosure is required by law, under each party’s access to information and disclosure policies, subject to the privileges and immunities of ADB and of the United Nations, including the UNDP, as may be applicable.
2. Consent to discuss and/or disclose such confidential information obtained as a result of activities carried out under this Administrative Arrangement shall not be unreasonably withheld.

Article XIX. Intellectual Property

1. ADB and UNDP will consult each other, as appropriate and if circumstances so require, on issues related to intellectual property and rights thereto including the necessity of separate legally binding agreements while taking into account each party’s respective policies on intellectual property. Each party shall retain ownership of the intellectual property rights in any of its respective existing materials or work product that is shared with the other party in connection with the activities under this Administrative Arrangement. Management of any joint intellectual property output that arises under this Administrative Arrangement will be conducted by each party in accordance with their respective practices and procedures. If ADB and UNDP shall undertake a joint publication under the project, said joint publication will be subject to a separate co-publishing agreement.

Article XX. Amendment of Administrative Arrangement

1. This Administrative Arrangement may be amended through an exchange of letters between ADB and UNDP. The letters exchanged shall become an integral part of this Administrative Arrangement.

Article XXI. Official Communications

1. All official communications and reports to **ADB** about this Administrative Arrangement for the transfer of ADB funds from ADB to UNDP shall be addressed to:

Wendy Walker
Chief of Social Development Thematic Group, Sustainable Development and Climate Change
Department
6 ADB Avenue, Mandaluyong City 1550, Metro Manila, Philippines
+63 2 86362444

- 2. All official communications and reports to **UNDP** about this specific Administrative Arrangement for the transfer of ADB funds from ADB to UNDP (including a copy of e-mails advising UNDP of the lumpsum transfer as detailed in Article II above) shall be addressed to:

Mariana Balboni
 Senior Project Officer
 mariana.balboni@ipc-undp.org
 Setor Bancário Sul, Quadra 1, Bloco J, 13º Andar, Brasília, DF, Brazil, ZIP: 70076-900
 +55 61 2105-5003

Article XXII. Entry into Force

- 1. This Administrative Arrangement shall enter into force upon signature of this Administrative Arrangement by both ADB and UNDP.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Administrative Arrangement to be signed in their respective names in two copies, each of which shall be an original.

For the
Asian Development Bank:



 Woochong Um
 Director General
 Sustainable Development and Climate Change Department

Date: 02 October 2020

For the
United Nations Development Programme:



 Katyna Argueta
 Resident Representative
 UNDP Brazil

05-oct-2020
 Date: _____ 2020

MMB

Mariana

GPB

APPENDIX A

TA-9534 REG: Enhancing ADB's Support for Social Protection to Achieve the Sustainable Development Goals

Output 2: Knowledge sharing and partnerships on social protection strengthened

A. Introduction

1. Following the approval of the knowledge and support technical assistance (KSTA) on Enhancing ADB's Support for Social Protection to Achieve the Sustainable Development Goals, ADB will engage the United Nations Development Programme (UNDP) to help deliver Output 2: Knowledge sharing and partnerships on social protection strengthened. As a UN agency specializing in the promotion of the Sustainable Development Goals, including poverty reduction and social inclusion, and building resilience to shocks and crises, UNDP coordinates the online member-based knowledge sharing and capacity building platform on social protection, socialprotection.org, and has a proven track record as a knowledge broker and facilitator of global development discourse. In addition, UNDP can leverage its existing footprint in the developing member countries (DMCs) to ensure implementation efficiency, well-coordinated activities, and output sustainability. UNDP's engagement is in line with the agreed areas of collaboration and forms of cooperation set out in the memorandum of understanding between UNDP and ADB.²

2. Output 2: Knowledge sharing and partnerships on social protection strengthened will create knowledge solutions to improve the design and delivery of social protection, establish partnerships, and foster cooperation among DMCs.

3. The TA will also contribute to the development of ADB investments in social protection; cultivate leadership and knowledge in social protection; and support the monitoring of social protection programming and spending in Asia and the Pacific through updating of the [Social Protection Indicator](#).

B. Deliverables

4. Output 2 will (i) establish a social protection network in Asia and the Pacific, comprising of think tanks, universities, the private sector, and other social protection practitioners in the region, and with the objectives of (a) developing and sharing knowledge, experience, and evidence of impacts of programs, and (b) creating innovative social protection solutions for emerging issues of vulnerability in the region that disproportionately impact the poor, women, and vulnerable groups; (ii) launch an international social protection leadership program for senior and mid-level government officials and other leaders to strengthen institutional capacity of DMCs for managing social protection programs; and (iii) support policy dialogue, cooperation, networking, and sharing with other global and regional platforms through activities such as Asia-Pacific Social Protection Week.

² Memorandum of Understanding between the United Nations Development Programme and the Asian Development Bank dated 13 April 2019.

5. UNDP has been identified to support the implementation of Output 2, with the setting and building up of the online community, updating its content, and moderating discussions to foster interaction and sustain the engagement of its members. In line with sustaining the engagement of the online community of practice, UNDP will also organize webinars on social protection and will undertake the following tasks:

- (i) **Organisation:** Defining the agenda and list of panelists, including preparation of the concept note with all the details of the webinar, inviting the panelists and organizing the logistics for the webinar.
- (ii) **Training:** Providing basic training for the panelists before the webinar on how to use the web conference tool.
- (iii) **Promotion:** Promoting the webinar on the platform and in social media before, during (live) and post-webinar.
- (iv) **Sharing:** After the webinar, disseminating all related materials on the platform: recording, slide deck, recommended content.
- (v) **Post-webinar:** Producing a summary of the webinar, along with a list of Q&A during the webinar.
- (vi) **Final report:** Sharing the results of the webinar, including audience and its main characteristics (gender, institution type, location, interests etc.), evaluation of the webinar and any other requested information.

6. To deliver Output 2, the following experts with corresponding qualifications will be required:

- (i) **Team Leader** (1 international, 2 person-months, intermittent) who will oversee the setting up of the online community, the organization of webinars as well as moderate the discussions in the community site as needed. S/he will have an advance degree in the social sciences and/or development communications, and with extensive exposure to social protection programs across the globe.
- (ii) **Researcher/Writer** (1 international consultant, 2 person-months, intermittent) who will be responsible for producing the content of the site and organizing the webinars. S/he will have an advance degree in the social sciences with excellent writing skills and familiar with the current discourse in social protection, especially in the Asia-Pacific region.
- (iii) **IT/Web Specialist** (1 international consultant, 1 person-month, intermittent) who will be in charge of web management. S/he will have experience in site administration and management.
- (iv) **Junior consultants** (international/national, 1 person-month, various) as knowledge managers who will help in the setting up and dissemination of webinars.

C. Timeline

No.	Deliverables	Date / Period
1.	Setting up of online community	Q4 2020
2.	Webinar on Social Protection and the Future of Work organized and delivered	Q4 2020
3.	Webinar on Graduation Approach organized and delivered	Q1 2021
4.	Webinar on Long-Term Care: social protection and care organized and delivered	Q2 2021
5.	Webinar on Social Protection and COVID-19 organized and delivered	Q3 2021
6.	Submission of a final report on the engagement which includes an analysis of uptake for the online community and webinars (audience profile) and recommendations for improvement	Q4 2021

D. Budget

No.	Deliverables	Amount (\$)
1.	Setting up of online community Subpage inside socialprotection.org's Online Communities page added, initial list of prospective members (from APSP 2019 attendees) invited, including basic training for SDTG focal/s on online community management	19,200
2.	2 webinars organized and delivered	19,200
3.	2 webinars organized and delivered	19,200
4.	Submission of a final report on the engagement which includes an analysis of uptake for the online community and webinars (audience profile) and recommendations for improvement	6,400
	Sub-Total	64,000
	GMS (8%)	5,120
	TOTAL	69,120

E. Schedule of payments

Not later than 21 days after the delivery and upon approval of the (in the case of the final report, upon ADB acceptance)	Signed agreement	29%	20,000
	Set-up and 1 webinar	32%	22,104
	2 webinars	21%	14,736
	1 webinar and final report	18%	12,280