

Mr Adama Guindo  
Country Director  
UNDP Country Office Kinshasa  
DRC  
Boulevard du 30 Juin  
Gombe/Kinshasa

Dear Adama,

**Form of Administration Arrangement for Cost-sharing between the Department for International Development (DFID) and the United Nations Development Programme (UNDP)**

1. I am pleased to inform you of the intention of the United Kingdom to make available a contribution ("the Contribution") of GBP 63.8 million [Sixty three million eight hundred thousand Pounds Sterling] as a grant, to be administered by UNDP for the "Governance Programme" and "Preparing for Making a Difference in the Democratic Republic of Congo: Strengthening UNDP Country Office Capacities for the Implementation of the 2008-2012 Multi-Partner Governance Programme". The terms of the Framework Arrangement will apply to the Contribution. UNDP will administer the Contribution in accordance with the provisions of the Framework Arrangement, except as otherwise provided herein.

2. This programme starts upon signature of this arrangement and ends on 31 December 2012.

3. The Contribution will be used exclusively for the purpose of improving governance in DRC. GBP 62 million of the contribution will be used for the following budget lines of the UNDP Governance Programme:

- 1.1. Support for parliaments and political parties
- 1.3. Support to civil society organisations
- 1.4. Election cycle support
- 1.5. Local Elections
- 2.5. Combating Corruption
- 2.6. Communication for development
- 5.1. Support for decentralisation and coordination
- 5.2. Support for provincial and local development
- 6.1. Operation of the Coordination Cell
- 6.2. Monitoring and Assessment of the Program

as set out in the UNDP Governance Programme document (Annex 2);

and GBP 1.8 million will be used for strengthening UNDP Country Office capacities as set out in the project document "Preparing for Making a



Difference in the Democratic Republic of Congo: Strengthening UNDP Country Office Capacities for the Implementation of the 2008-2012 Multi-Partner Governance Programme" (Annex 3).

4. Additional budget lines may be added subject to written agreement between DFID and UNDP.
5. During the first six months of this project UNDP will assist the DRC authorities to put in place common work plans with their international partners for support to parliament and decentralisation setting out approved coordination arrangements, a shared implementation plan and monitoring and evaluation arrangements. If such agreements are not in place after six months, DFID and UNDP will review the potential impact on the success of these sections of the project and decide necessary next steps which could include slowing down project implementation by UNDP until suitable arrangements are in place.
6. Within the framework of support for provincial and local development (Line 5.2), UNDP will not establish the local development funds in the three targeted provinces until 2009. In 2008-2009, DFID will undertake a fiduciary risk analysis of the local development funds and decide with UNDP on mechanisms and tools to ensure that suitable fiduciary arrangements are in place. Once DFID is satisfied with the fiduciary risk arrangements, funds will be disbursed according to an approved cash flow plan.
7. As discussed and decided between DFID DRC and UNDP DRC, disbursement to the governance programme will be conditional on satisfactory progress made by UNDP in implementing the approved recommendations of the capability review (conducted jointly by UNDP and DFID) and resulting UNDP change action plan. Progress will be measured against the attached benchmarks (Annex 4).
8. Every six months, UNDP will provide DFID with communications material that can be used by DFID to publicise the work of the project in DRC and the UK. UNDP gives DFID permission to use and store this material for external communications with the appropriate credit to the author(s). The communications material will take the form of at least one case study illustrated with photographs. The case study should cover individuals or communities who have benefited from project activities.
9. In accordance with the decisions of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution will be subject to cost recovery for indirect costs or General Management Support (GMS) services not exceeding 7%. Furthermore, as long as they are unequivocally linked to the specific programme, all direct costs of implementation, including the costs of executing entity or implementing partner, will be borne by the programme and reflected in the programme budget.



10. The United Kingdom will deposit the Contribution as a grant with UNDP, upon request from UNDP, in UNDP's Bank Account:

Account Name: UNDP Contributions GBP Account  
Account No.: 6008-6272-2030  
Bank: Bank of America – London  
Bank Address: 5 Canada Square, London E14 5AQ, UK  
SWIFT Code: BOFAGB22

in accordance with the following disbursement schedule (a detailed breakdown is provided in Annex 1):

"Governance Programme" (Award n° 00047346; 00048238; 00048362; 00047364; 00048521):

£ 6,916,340 by Feb 2008	£ 8,916,340 by Aug 2008
£7,061,035 by Feb 2009	£7,061,035 by Aug 2009
£5,234,599 by Feb 2010	£5,234,599 by Aug 2010
£5,970,224 by Feb 2011	£5,970,224 by Aug 2011
£4,817,801 by Feb 2012	£4,817,801 by Aug 2012

"Strengthening UNDP Country Office Capacity" (Project n° 00048521):

£ 296,000 by Feb 2008	£ 296,000, by Aug 2008
£265,000 by Feb 2009	£265,000 by Aug 2009
£260,000 by Feb 2010	£ 260,000 by Aug 10
£79,000 by Feb 2011	£ 79,000 by Aug 2011

The disbursement schedule may be amended by mutual consent of UNDP and the United Kingdom dependent upon actual and estimated expenditure and need. DFID will notify UNDP Headquarters of each payment using the attached form.

11. UNDP will provide to DFID with each request for payment, presented in accordance with this Section, a *financial utilisation report* of: -

- all amounts previously received under the Administration Arrangement;
- prior year's expenditure, current year's expenditure to date and unutilised budget to-date under the Administration Arrangement; and
- the balance on the Programme Budget Allotment.

12. It is expected that the Contribution funds will be fully utilised in accordance with the provisions of this Administration Agreement by **30 June 2013**. UNDP will only disburse the funds for the purpose of this Administration Agreement after such date upon the approval of the United Kingdom.

13. If at any time, either Participant determines that the purposes of this Administration Arrangement can no longer be effectively or appropriately carried out, or if the Framework Arrangement is terminated, this Administration Arrangement may be terminated at the initiative of either Participant by giving three (3) months' written notice. Such termination will not oblige UNDP to repay any funds until satisfaction of all commitments and liabilities.

14. The officers responsible for co-ordination of all matters relating to this Administration Arrangement are:

For the United Kingdom

Mr. Phil Marker  
Head, DFID DRC  
Department for International  
Development  
83, Av. Roi Baudouin  
Kinshasa / Gombe  
DR Congo

For UNDP

Mr. Adama Guindo  
Country Director  
United Nations Development  
Programme  
Immeuble Losonia, Blvd du 30 juin  
Kinshasa / Gombe  
DR Congo

15. I would like to propose that this letter will, upon your confirmation in the manner indicated below, constitute an Arrangement between the United Kingdom and UNDP for Support to UNDP Governance Programme and Strengthening UNDP Country Office Capacity.

16. Three originals of the text of this Arrangement, written in the English language, have been signed by the Participants.

Yours sincerely,



DFID

*Phillip Marker 6/3/08.*

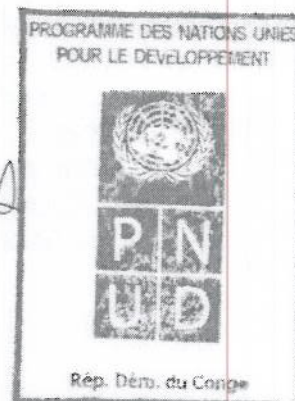
Confirmed

Adama GUINDO  
"Country Director"

UNDP

Authorised Representative

Date: *07/03/08*







**DFID** Department for  
International  
Development

1 Palace Street, London SW1E 5HE

Direct Line: +44 (0)20 7023

Fax Line: +44 (0)20 7023

To: UNDP Contributions Unit  
304 East 45<sup>th</sup> street 4<sup>th</sup> floor  
New York NY10017  
USA

e-mail addresses: [gertrude.cruz@undp.org](mailto:gertrude.cruz@undp.org) and copy to [claudes.graham@undp.org](mailto:claudes.graham@undp.org)

**UNDP PAYMENTS**

Telegraphic Transfer or  
Draft or BACS (TT or D or  
BACS

BACS
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Currency

STERLING
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Amount in Figures (currency)

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Amount in words

Bank Name  
Bank Address

Beneficiary A/C  
Bank A/C No

Beneficiary Name

Beneficiary  
Address

Reason for  
Payment

Payment Date

<b>BANK OF AMERICA N.A – LONDON BRANCH</b>
<b>5 Canada Square LONDON E14 5AQ ENGLAND SWIFT: BOFAGB22</b>
<b>UNITED NATIONS DEVELOPMENT PROGRAMME – CONTRIBUTIONS ACCOUNT 6008-62722-030</b>
<b>UNITED NATIONS DEVELOPMENT PROGRAMME</b>
<b>UNITED NATIONS DEVELOPMENT PROGRAMME ONE UNITED NATIONS PLAZA, NEW YORK NY 10017 USA</b>

Disbursement Table - DFID's Contribution to UNDP

Last modified: 20/02/2009

Budget Line	Award	Award No.	2008		2009		2010		2011		2012		TOTAL
			February	August	February	August	February	August	February	August	February	August	
1.1. Support for parliaments and political parties	Gouvernance Pol: Parlement et Partis	00047346	£1,245,213	£1,245,213	£812,030	£812,030	£812,030	£812,030	£812,030	£812,030	£729,606	£729,606	£8,821,816
1.3. Support to civil society organisations													
1.4. Election cycle support	Gouvernance Politique: Processus Electoral (PACE)	00048238	£3,105,000	£5,105,000	£2,107,311	£2,107,311	£267,500	£1,070,000	£1,070,000	£1,070,000	£0	£0	£15,099,622
1.5 Support to local elections													
2.5. Combating corruption	Gouvernance Administrative	00048362	£205,440	£205,440	£574,757	£574,757	£574,757	£507,882	£507,882	£507,882	£507,882	£507,882	£4,741,438
2.6. Communication for development													
5.1. Support for decent. and coordination	Gouvernance Locale: Décentralisation et Dév.	00047364	£2,140,000	£2,140,000	£3,346,250	£3,346,250	£3,346,250	£3,346,250	£3,346,250	£3,346,250	£3,346,250	£3,346,250	£31,050,000
5.2. Support for provincial and local development													
6.1. Operation of the Coordination Cell	Unité d'appui au programme gouvernance	00048521	£220,688	£220,688	£220,688	£220,688	£234,063	£234,063	£234,063	£234,063	£234,063	£234,063	£2,287,125
6.2. Monitoring and Assessment of the Program													
<b>Total Programme Gouvernance</b>			<b>£8,916,340</b>	<b>£8,916,340</b>	<b>£7,061,035</b>	<b>£7,061,035</b>	<b>£5,234,599</b>	<b>£5,970,224</b>	<b>£5,970,224</b>	<b>£5,970,224</b>	<b>£4,817,801</b>	<b>£4,817,801</b>	<b>£62,000,000</b>
7. Strengthening UNDP Capacity	Unité d'appui au programme gouvernance	00048521	£296,000	£296,000	£255,000	£265,000	£260,000	£79,000	£79,000	£79,000	£0	£0	£1,800,000
<b>TOTAL Programme Gouvernance et Renforcement du bureau</b>			<b>£7,212,340</b>	<b>£9,212,340</b>	<b>£7,326,035</b>	<b>£7,326,035</b>	<b>£5,494,599</b>	<b>£6,049,224</b>	<b>£6,049,224</b>	<b>£6,049,224</b>	<b>£4,817,801</b>	<b>£4,817,801</b>	<b>£63,800,000</b>