

Memorandum of Understanding
Between
The Department for International Development (DFID), United Kingdom of
Great Britain and Northern Ireland
And
The United Nations Resident Coordinator (UNRC) System, India regarding the
Support to UNAIDS India Strategic Plan for the year
2007- 2012

1. I am pleased to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland acting through the Department for International Development ("DFID"), will make available to United Nations Resident Coordinator (UNRC) System a sum not exceeding **£2,000,000** (two million pounds sterling), (referred to as "the Contribution") to support the Joint UN Response to HIV and AIDS in India, within the UNDAF framework, and the coordination and monitoring of this response.
2. Within the UN Resident Coordinator system, the UNAIDS Country Coordinator (UCC), under the supervision of the UN Theme Group on HIV and AIDS will provide leadership for and coordinate the UN response in support of a scaled-up national response to HIV and AIDS.
3. The Support will commence on 1st November 2007 and will end on 31 May 2012.
4. The arrangements for this Support and the purpose for which the Contribution will be used are set out in the attached proposal / work plan and budget.
5. The Contribution will be administered by UNDP as Fund Manager and will be subject to the following conditions:

- (a) Disbursement of the funds will be performed by UNDP and the UNAIDS Country Coordinator will be the initiator of all requisitions. Funds will be used for the implementation of the Joint UN Support Plan approved by the UN Theme Group. UNAIDS Secretariat will make every effort to ensure timely and full implementation of the Workplan.
- (b) The Contribution will be used for the provision of goods and services as specified in the attached document.
- (c) The Contribution is stated in pounds sterling.
- (d) The contribution will not be used to meet the cost of import or customs duties (or any similar fees) imposed by the Government of India on the goods imported or services provided.

6. As soon as this Memorandum of Understanding comes into operation, DFID will make payments in accordance with the following payment schedule:

£ 400,000	by	Nov 07- Mar 08
£ 400,000	by	Apr 08 Sept 08
£ 100,000	by	Oct 08- Mar 09
£ 300,000	by	April 09- Sept 09
£ 80, 000	by	Oct 09- Mar 10
£ 300,000	by	April 10 -Sept 10
£ 80,000	by	Oct 10 - Mar 11
£ 300,000	by	April 11- Sept 11
£ 40,000	by	Oct 11 - May 12

7. The total cost of administration and any other expense incurred by UNDP directly related to the support will not exceed 5%.

8. The payment schedule may be amended with DFID's approval dependant on

actual expenditure and need. DFID will notify UNDP and the UNAIDS Secretariat of each payment using Annex 1.

9. When requesting payment, the UNRC will submit to DFID a narrative report and financial statement, and complete Annex 2 which should be accompanied by a detailed breakdown of the following period's estimated cost. Further monitoring and reporting arrangements are specified in the attached proposal ("A proposal to DFID to support the Joint UN Response").

10. Payments will be made into UNDP bank account held at:

Bank: Bank of America New Delhi
Account number (IBAN): 21100019
SWIFT code: BOFAIN4XDEL

11. The officers responsible for co-ordination of all matters relating to this arrangement are:

DFID: Mark Lewis, Senior Programme Manager, DFID India
B-28 Tara Crescent, Qutab Institutional Area, New Delhi 110016
(Tel: 42793356)

UNDP: Jérôme Sauvage, Deputy Resident Representative, UNDP-India
55, Lodi Estate, New Delhi-110003 (Tel: 46532406)

UNAIDS: Dr. Denis Broun, UNAIDS Country Coordinator, UNAIDS India,
A2/35 Safdarjung Enclave, New Delhi 110 029 (Tel: 41354541)

12. UNDP will ensure that the Contribution is, prior to disbursement, kept in an account where it may be separately accounted for. The funds in the Account may be freely exchanged by UNDP into other currencies as may facilitate their disbursement.

13. Any interest accrued from the investment of the Contribution will be used solely to fund activities related to this specific project.
14. At the end of the support, any unspent funds and/or interest accrued must be returned to the DFID bank account. UNDP should forward a completed Annex 3 to the DFID Programme Manager quoting the name of the Project and UNDP Project reference.
15. The funds will be transferred to DFID bank account at:

HM Paymaster General UK
Sort Code: 16-53-60
Account Number: 12119
16. UNDP will administer and account for the Contribution in accordance with its financial regulations and other applicable rules and procedures and practices and keep separate records and accounts for the Project. The Contribution will be solely for the Joint UN Support Plan for HIV and AIDS for the period 2007 - 2012.
17. Every six months, the UNRC will submit financial statements of expenditure to DFID. In addition, the UNRC will submit to DFID, within 3 months of completion of the Project, a final report, detailing the project expenditure and physical achievements.
18. UNDP will submit to DFID each year an annual financial statement certified as of 31 December by a recognised audit body, no later than 30 June of the following year.
19. It is the intention of DFID to establish a new Trust Fund for disbursement to the United Nations system, through the Resident Coordinator system, in

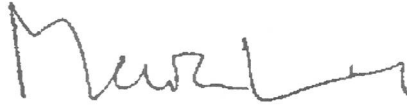
support of the UNDAF 2008-2012. The current MOU will be subsumed within this broader Trust Fund framework, once established, without materially changing the terms of the MOU.

20. If any changes occur which, in the opinion of DFID, impair significantly the developmental value of the support; DFID, and the UNRC will normally consult on measures to resolve the problem and possible courses of action. In the event of such changes, DFID, however, reserves the right to modify or terminate its financial contribution to the project giving 3 months notice in writing. All remaining funds other than those irrevocably committed in good faith before the date of termination and those agreed between the two participants as being required to finalise activities will be returned to the DFID bank account detailed at paragraph 14. The form at Annex 3 should be sent to DFID.

21. DFID will not be responsible for the activities of any person or third party engaged by the UN as a result of this Memorandum, nor will DFID be liable for any costs incurred by the UN in terminating the engagement of any such person.

22. The MOU will come into operation on the date of signatures. Please sign three copies of the original, retain one each for your own records and return the other to DFID.

Signed on behalf of DFID:



Name: Mark Lewis

Position: Senior Programme Manager, DFID India

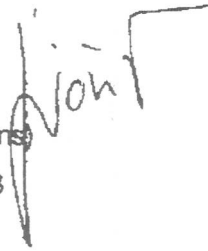
Address: B-28, Tara Crescent, Qutab Institutional Area,
New Delhi 110016.

Signed on behalf of UNDP:

Name: Jerome Sauvage

Position: Deputy Country Director (Operations)

Address: 55, Lodi Estate, New Delhi-110003

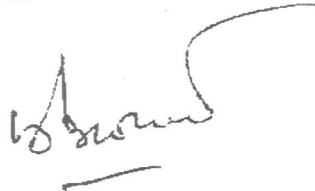


Signed on Behalf of UNAIDS Secretariat, India

Name: Dr. Denis Broun

Position: UNAIDS Country Coordinator

Address: A2/35 Safdarjung Enclave
New Delhi 110029



ANNEX 1: NOTIFICATION OF PAYMENT BY DFID

To:	UNDP Address: 55, Lodi Estate, New Delhi-110003
Cc:	Accounts Department, DFID, Abercrombie House, East Kilbride, Scotland UNAIDS Country Office Address: A-2/35, Safdarjung Enclave, New Delhi-110029

DFID [INSERT DEPARTMENT DETAILS] has authorised the payment of £
[AMOUNT IN FIGURES [AMOUNT IN WORDS]] on [DATE] into [INTERNATIONAL
ORGANISATION]

Bank:	
Account name:	
Account number:	
SWIFT code:	
Bank address:	

in respect of [PROGRAMME/PROJECT NAME and DFID PROJECT
IDENTIFICATION MIS CODE] and [INTERNATIONAL ORGANISATION],
[PROGRAMME/PROJECT REFERENCE]

[DFID DEPARTMENT]	
Name:	
Position:	
E-mail:	

ANNEX 2: REQUEST FOR PAYMENT FROM DFID

To:	[DFID India, Senior Programme Manager, National Programme.
Cc:	Accounts Department, DFID, Abercrombie House, East Kilbride, Scotland UNAIDS Country Office

UNDP requests payment of **[AMOUNT IN FIGURES [AMOUNT IN WORDS]]** on **[DATE]** into **[INTERNATIONAL ORGANISATION]**

Bank:	
Account name:	
Account number:	
SWIFT code:	
Bank address:	

in respect of **[PROGRAMME OR PROJECT NAME and DFID PROJECT IDENTIFICATION MIS CODE)** and **[INTERNATIONAL ORGANISATION]** programme or project reference **[INSERT REFERENCE]**

[INTERNATIONAL ORGANISATION]	
Name:	
Position:	
Address:	
E-mail:	

ANNEX 3: NOTIFICATION OF PAYMENT TO DFID

To:	[DFID Programme Manager Country X]
Cc:	Accounts Department, DFID, Abercrombie House, East Kilbride, Scotland [INTERNATIONAL ORGANISATION] Country Office

[INTERNATIONAL ORGANISATION] has authorised the payment of **[AMOUNT IN FIGURES [AMOUNT IN WORDS]]** on **[DATE]** into

Bank:	DFID's Account at HM Paymaster General UK
Sort code:	16-53-60
Account number:	12119

in respect of **[PROGRAMME/PROJECT NAME and DFID PROJECT IDENTIFICATION MIS CODE]** and **[INTERNATIONAL ORGANISATION]** programme or project reference **[INSERT REFERENCE]**

[INTERNATIONAL ORGANISATION]	
Name:	
Position:	
Address:	
E-mail:	



Department for
International
Development

Leading the British Government's fight against world poverty

Charles Gilks
UNAIDS Country Coordinator
A2/35 Safdarjung Enclave
New Delhi - 110029



British High Commission
B28
Tara Crescent
Qutab Institutional Area
New Delhi, 110 016

Email: e-spicer@dfid.gov.uk

26 March 2009

Memorandum of Understanding Between, The Department for International Development (DFID), United Kingdom of Great Britain and Northern Ireland and The United Nations Resident Coordinator (UNRC) System India regarding the Support to UNAIDS India Strategic Plan for the year 2007-2012 – Amendment 1

I refer to the Memorandum of Understanding (MOU) for the above project signed by DFID and The United National Resident Coordinator (UNRC) system India. Following our recent discussions, DFID proposes to amend :

1. Clause 3 of the Memorandum of Understanding (MoU) to read as follows

The support will commence on 1 November 2007 and will end on 31 March 2012.

2. Clause 4 of the MoU to read as follows

The arrangements for this support and the purpose for which the contribution will be used are set out in the original proposal and revised budget as in annex 1 attached to this amendment letter.

3. Clause 6 of the MoU to read as follows

DFID will make payments in accordance with the following payment schedule

£ 800,000	already released in two tranches (Nov'07 and Jan'09)
£ 100,000	by July 09
£ 300,000	by Jan 10
£ 100,000	by July 10
£ 300,000	by Jan 11



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Fax +91 11 2652 9296
www.dfid.gov.uk

£ 300,000 by July 11
£ 100,000 by Dec 11

4. Clause 7 of the MoU to read as follows

UNDP being the administrative agent will be entitled to an administrative fee of 1% of the contribution by the DFID to cover total cost of administration. The Program Support Cost (PSC) of the participating UN Organizations will not exceed 7%.

5. This letter of amendment will place on record our common understanding of the above change and will come into operation on the date you sign your confirmation below. This note will be known as Amendment No. – 1, 2009.

6. Please sign three copies of this letter; return one to me and retain the other for your own records.

Signed on behalf of DFID:



Name: Emma Spicer

Position: Senior Programme Manager, DFID India

Address: B-28, Tara Crescent, Qutab Institutional Area,
New Delhi 110016.

Date: 26/3/09

Signed on behalf of UNDP:

Name: Jerome Sauvage

Position: Deputy Country Director (Operations)

Address: 55, Lodi Estate, New Delhi-110003

Date:

Signed on Behalf of UNAIDS Secretariat, India

Name: Charles Gilks

Position: UNAIDS Country Coordinator

Address: A2/35 Safdarjung Enclave
New Delhi 110029

Date:



27 March 2009