

**Amendment No. 3 to the  
Memorandum of Understanding  
between  
Participating UN Organizations<sup>1</sup>,  
and  
the United Nations Development Programme  
regarding the Operational Aspects of a  
“Towards Unity in Action” MDTF in the Republic of Moldova**

**WHEREAS**, the **Participating United Nations Organizations** signing this Memorandum of Understanding (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a “**Towards Unity in Action**” Multi-Donor Trust Fund starting on **1 February 2014** and ending on **31 December 2019** (hereinafter referred to as the “Fund”), as may be amended from time to time, as part of their respective development cooperation with the Government of **the Republic of Moldova**, as more fully described in the Terms of Reference of the Fund dated **September 2013**, (hereinafter referred to as the “TOR”, and have agreed to establish a coordination mechanism (hereinafter referred to as the “Steering Committee”)<sup>2</sup> to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government of the Republic of Moldova for the implementation of the Fund;

**Whereas**, Addendum No.1, dated 24 November 2017, the Steering Committee extended the duration of the Fund until 31 December 2019.

**Whereas**, Addendum No.2, dated 13 December 2019, the Steering Committee agreed to extend the duration of the Fund until 31 March 2020.

The Steering Committee meeting dated 27 March 2020 has now agreed to extend the duration of the Fund until **31 December 2021** and insertion of the Section on Sexual Exploitation and/or Sexual Abuse, and/or Sexual Harassment in Annex A below.

**NOW, THEREFORE**, the Participating UN Organizations and the United Nations Development Programme (hereinafter referred to collectively as the “Participants”) hereby agree as follows:

**Preamble:**

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<sup>1</sup> As indicated in the signature blocks.

<sup>2</sup> The composition of the Steering Committee or other body will include all of the signatories to this MOU, representatives from the host government (if applicable) and may also include donors in accordance with the UNDG-approved Generic MDTF Steering Committee Terms of Reference, dated 20 September 2007.

**WHEREAS**, the **Participating United Nations Organizations** signing this Memorandum of Understanding (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a “**Towards Unity in Action**” Multi-Donor Trust Fund starting on **1 February 2014** and ending on **31 March 2021** (hereinafter referred to as the “Fund”), as may be amended from time to time, as part of their respective development cooperation with the Government of **the Republic of Moldova**, as more fully described in the Terms of Reference of the Fund dated **September 2013**, (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”)<sup>3</sup> to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government of the Republic of Moldova for the implementation of the Fund;

All other terms and conditions of the Memorandum of Understanding remain unchanged.

**IN WITNESS WHEREOF**, the undersigned, duly authorized representatives of the respective Participants, have signed this Amendment No. 3 to the Memorandum of Understanding in English.

*For the Administrative Agent*

*For UN Women*

Signature: \_\_\_\_\_  
Name: Jennifer Topping  
Title: Executive Coordinator, MPTF Office  
Place: New York  
Date:

Signature: \_\_\_\_\_  
Name: Peterson Magoola  
Title: Moldova Representative a.i.  
Place: Chisinau, Moldova  
Date:

*For UNAIDS*

*For UNDP*

Signature: \_\_\_\_\_ *Svetlana PLAMADEALA*  
Name: Svetlana Plamadeala  
Title: Country Manager  
Place: Chisinau, Moldova  
Date: 02-Apr-2020

Signature: \_\_\_\_\_ *Dima Al-Khatib*  
Name: Dima Al-Khatib  
Title: Resident Representative  
Place: Chisinau, Moldova  
Date: 02-Apr-2020

<sup>3</sup> The composition of the Steering Committee or other body will include all the signatories to this MOU, representatives from the host government (if applicable) and may also include donors in accordance with the UNDG-approved Generic MDTF Steering Committee Terms of Reference, dated 20 September 2007.

*For UNICEF*

Signature: \_\_\_\_\_  
Name: Desiree Jongsma  
Title: UNICEF Representative  
Place: Chisinau, Moldova  
Date:

*For WHO*

Signature: \_\_\_\_\_  
Name: Igor Pokanevych  
Title: Country Representative  
Place: Chisinau, Moldova  
Date:

*For OHCHR*

Signature: \_\_\_\_\_  
Name:  
Title:  
Place:  
Date:

*For UNODC*

Signature: \_\_\_\_\_  
Name:  
Title:  
Place:  
Date:

## ANNEX C

### **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 Steering Committee, the Administrative Agent of the Fund and the 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>4</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 Steering Committee, the Administrative Agent of the Fund and the 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 Steering Committee, the Administrative Agent of the Fund and the 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 Donor(s), the

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<sup>4</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.

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 Steering 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 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 Steering 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 Steering Committee and the 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 Steering Committee and the 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.