



MEMORANDUM OF AGREEMENT

BETWEEN

MINISTRY OF EDUCATION

AND

THE UNITED NATIONS DEVELOPMENT PROGRAMME – Namibia Country Office

Ministry of Education (hereinafter “MoE”) hereby agrees to contribute funds to the United Nations Development Programme (hereinafter “UNDP”) for the financing of UN volunteers, deployed to the HIV and AIDS Management Unit (hereinafter referred to as HAMU) to support its responses against HIV and AIDS in the Education Sector. Pursuant thereof, MoE wants the services of UN volunteers at the HAMU Head-Quarters in Windhoek and the rest of the Regions country-wide

WHEREAS UNDP is prepared to receive and administer the contribution for this purpose,

WHEREAS UNDP is administering the UNV assignment under the above mentioned project

NOW THEREFORE, MoE and UNDP hereby agree as follows:

Article I. The Contribution

1. MoE shall, when need arises, contribute to UNDP money that shall be determined by the number of UN volunteers needed in line with its needs at national, regional and local levels.
2. The money shall be deposited in the following UNDP Bank Account.

ACCOUNT NAME	:	UNDP Representative Rand Account
BANK NAME	:	Standard Bank
BRANCH	:	Gustav Voights Centre
ACCOUNT NUMBER	:	042733383
SWIFT CODE	:	SBNMANNX
ACCOUNT CODE	:	08772

3. Payments shall be made in advance of the implementation of planned activities.

4. UNDP shall establish a separate fund account for the receipt of these payments in accordance with the regulations, rules and directives of UNDP/UNV.
5. All financial accounts and statements shall be expressed in United States dollars.

Article II. Utilization of the Contribution

1. The implementation of the responsibilities of UNDP pursuant to this Agreement shall be dependent on receipt by UNDP of the contributions as set out in Article I, paragraph 1, above.
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to MOE on a timely basis a supplementary estimate showing the further financing that will be necessary. MOE shall effect the transfer of additional funds required accordingly.
3. The amount budgeted for the UN Volunteers assignment is based on the proforma estimate of in-country and external costs. Should the actual costs of the assignment exceed the amount estimated (within the framework of the applicable Conditions of Service for UN volunteers), UNDP shall submit to MOE on a timely basis a report showing the actual costs incurred and a request for the additional funds that will be required. MoE shall effect the transfer of additional funds required accordingly.
4. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraphs 2 and 3 above is not forthcoming from MOE, the assistance to be provided under this Agreement may be reduced, suspended or terminated by UNDP.
5. Any interest income attributable to the contribution shall be credited to the fund account and shall be utilized in accordance with established UNDP/UNV procedures.

Article III. Administration and Reporting

1. Activities and expenditures shall be governed by the regulations, rules and directives of UNDP/UNV.
2. UNDP shall provide to MOE the following reports prepared in accordance with UNDP/UNV accounting and reporting procedures.
 - (a) The periodic reports of the UN Volunteer;
 - (b) From UNDP Bureau of Management/Comptroller's Division, an annual certified financial statement as of 31 December.
 - (c) From UNDP Bureau of Management/Comptroller's Division, on completion of all activities, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.

Article IV. Administrative and Support Services

1. In accordance with the decisions and directives of UNDP, the estimated proforma cost for the UN Volunteer assignments shall include ten per cent support costs, which amount shall, in accordance with UNDP regulations, rules and directives, be utilized by the UNDP for reimbursement of support services and for any other support services required.
2. The aggregate of the amounts budgeted for activities, together with the estimated costs of related support services, shall not exceed the total resources available to activities under this Agreement as well as funds which may be available for support costs under other sources of financing.

Article V. Auditing

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP. Should an Audit Report of the Board of Auditors of UNDP to its governing body contain observations relevant to the contribution, such information shall be made available to the Agency.

Article VI. Completion of the Agreement

1. UNDP shall notify MOE when all activities related to the UN volunteers assignment have been completed.
2. Notwithstanding the completion of activities, UNDP shall continue to hold the unutilized contribution until all commitments and liabilities incurred during the assignment have been satisfied and brought to an orderly conclusion.
3. If the unutilized contribution is insufficient to meet such commitments and liabilities, UNDP shall notify MOE and consult with MOE on the manner in which such commitments and liabilities may be satisfied.
4. Any unutilized contribution that remains unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNDP in consultation with MOE.

Article VII. Termination of the Agreement

1. After consultations have taken place between MOE and UNDP, and provided that the payments already received are sufficient to meet all commitments and liabilities incurred in the implementation of activities, this Agreement may be terminated by MOE or by UNDP. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties has given notice in writing to the other Party of its decision to terminate the Agreement.
2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized contributions until all commitments and liabilities incurred in the implementation of all or the part of the project, for which this Agreement has been terminated, have been satisfied and brought to an orderly conclusion.
3. Any unutilized contribution that remains unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNDP in consultation with MOE.

Article VIII. Amendment of the Agreement

The Agreement may be amended through an exchange of letters between MOE and UNDP. The letters exchanged to this effect shall become an integral part of the Agreement.

Article IX. Entry Into Force

This Agreement shall enter into force upon signature and deposit by MOE of the first contribution-payment to be made in accordance with the schedule of payments set out in Article I, paragraph 1 of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.


For Ministry of Education:



Alfred Ilukena
Permanent Secretary
Date:



For the United Nations Development Programme



Musinga T. Bandora
Resident Representative
Date:

Annual Work Plan 2012: MoE and UNDP – The Use of UN volunteers

EXPECTED OUTPUTS	PLANNED ACTIVITIES List all activities including M&E to be undertaken during the year towards stated CP outputs	TIMEFRAME				RESPONSIBLE PARTY	PLANNED BUDGET		
		Q1	Q2	Q3	Q4		Source of Funds	Budget Description	Amount US\$
Enhanced capacity of the Ministry of Education to effectively respond against HIV and AIDS at national and regional levels	Revising the Description of Assignment	X				MoE /UNV	MoE	-	-
	Recruitment and Deployment of UN volunteers		X			MoE /UNV	MoE	Volunteer Living Allowances	45,237.17
	Monitoring and Reporting on progress	X	X	X	X	MoE /UNV	MoE	-	-
	TOTAL								45,237.17

For Ministry of Education:


 Alfred Ilukena
 Permanent Secretary
 Date: 15/05/12



For the United Nations Development Programme

Programme

 Musinga. T. Bandora
 Resident Representative
 Date: