

**STANDARD ADMINISTRATIVE ARRANGEMENT
BETWEEN
THE UNITED NATIONS SECRETARIAT
AND
UNITED NATIONS DEVELOPMENT PROGRAMME**

**Strengthening Human Security in the Remote Chiefdoms of Gbense, Soa, and
Kamara in Kono District of Sierra Leone
(Reference number: UDP-AF-20-006)**

WHEREAS, the United Nations Trust Fund for Human Security (UNTFHS) was established to finance activities by UN organizations to realize the full potential of the human security approach and extend its usage and awareness both within and outside of the United Nations system;

WHEREAS, the United Nations Secretariat seeks to provide a contribution to the United Nations Development Programme (“UNDP”) and Food and Agriculture Organization (“FAO”), as implementing partners, to undertake *Strengthening Human Security in the Remote Chiefdoms of Gbense, Soa, and Kamara in Kono District of Sierra Leone*, as further elaborated in the Programme Document attached hereto as ANNEX A (“Programme”), with UNDP serving as the Administrative Agent, responsible for the administration of the UN’s contribution for the Programme;

WHEREAS, the abovementioned United Nations Organizations shall be Recipient UN Organizations (the “Recipient UN Organizations”) and shall receive funds from the Administrative Agent and carry out programmatic activities in accordance with the standard Recipient UN Organization Memorandum of Understanding (“Recipient UN Organizations MOU”); and

WHEREAS, the United Nations Secretariat, represented by the United Nations Trust Fund for Human Security (“UNTFHS”) (hereinafter referred to as the “UNTFHS”) wishes to provide the contribution for the Programme and wishes to do so through the Administrative Agent.

NOW, THEREFORE, the Administrative Agent and the UNTFHS (hereinafter referred to collectively as the “Participants”) hereby agree as follows:

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Section I
Disbursement of Funds to the Administrative Agent

1. The UNTFHS makes a contribution of **One Million Ten Thousand and Eight Hundred and Twenty-Three United States Dollars and Forty-Six Cents (US\$ 1,010,823.46)** (hereinafter referred to as the “Contribution”) to support the Programme. The Contribution will enable the Recipient UN Organizations to support the Programme in accordance with the Recipient UN Organizations MOU.

2. The UNTFHS will deposit the Contribution by wire transfer, in accordance with the Reporting and Payment Schedules set out in ANNEX C to this Arrangement, to the following account:

For payment in USD:

Name of Account: UNDP Account
Account Number: 36349626
Name of Bank: Citibank, N.A.
Address of Bank: 111 Wall Street
New York, New York 10043
SWIFT Code: CITIUS33
ABA: 021000089
Reference: UNDP Sierra Leone “**UDP-AF-20-006**”

3. When making a transfer to the Administrative Agent, the UNTFHS will notify the Administrative Agent’s Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from the UNTFHS in respect of the Programme pursuant to this Arrangement. The Administrative Agent will promptly acknowledge receipt of funds in writing indicating the amount received in United States dollars and the date of receipt of the Contribution.

4. The abovementioned Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, policies and procedures applicable to it, including those relating to interest.

5. The Administrative Agent will be entitled to allocate an administrative fee estimated at USD 9,353.41, to cover the Administrative Agent’s costs of performing the Administrative Agent’s functions.

Section II
Disbursement of Funds to the Recipient UN Organizations
and a Separate Ledger Account

1. The Administrative Agent will make disbursements from the abovementioned Fund Account in accordance with the Programme Budget set out in ANNEX B hereto and in accordance with Recipient UN Organizations MOUs to be signed by the Recipient UN

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Organization. The disbursements to the Recipient UN Organizations will consist of direct and indirect costs as set out in the Programme Budget.

2. Each Recipient UN Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the Administrative Agent. Each Recipient UN Organization assumes full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. UNDP, will also establish a separate ledger account which will be administered by its own regulations, rules, policies and procedures, including those relating to interest, concerning the receipt of funds from the Administrative Agent, for UNDP's activities on the Programme.

3. The UNTFHS reserves the right to discontinue future deposits of its Contribution further to ANNEX C if there is: (i) failure to fulfil any obligations under this Arrangement, including those related to Section IX; or (ii) if there are suspicions of improper use of the funds in accordance with Section VIII of this Arrangement; provided however that before doing so, the Administrative Agent and the UNTFHS will consult with a view to promptly resolving the matter.

Section III **Activities of the Recipient UN Organization**

Implementation of Programmatic Activities

1. The implementation of the programmatic activities will be the responsibility of the Recipient UN Organizations and will be carried out by each Recipient UN Organization in accordance with its own applicable regulations, rules, policies and procedures including those relating to procurement as well as the selection and assessment of implementing partners. Accordingly, personnel will be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules, policies and procedures. The UNTFHS will not be responsible or liable for the activities of the Recipient UN Organizations or the Administrative Agent as a result of this Arrangement.

2. The Recipient UN Organizations will carry out the activities for which they are responsible in line with the Programme Document and Budget. Any modifications to the Programme Document and the Programme Budget, including as to its nature, content, sequencing or the duration thereof by the concerned Recipient UN Organization(s), will be subject to the approval of the UNTFHS per the Guidelines of the UNTFHS. The Administrative Agent promptly notify the Recipient UN Organizations of any modifications to the Programme Document and the Programme Budget.

3. Indirect costs of the Recipient UN Organizations recovered through programme support costs will be seven percent (7%). All other costs incurred by each Recipient UN Organization in carrying out the activities for which it is responsible under the Programme Document will be recovered as direct costs.

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4. The Recipient UN Organizations will commence and continue to carry out the programme activities only upon receipt of the funds disbursements from the Administrative Agent.

5. The Recipient UN Organizations will not make any commitments above the budgeted amounts in the Programme Budget.

6. The Contributing Agency will not be responsible for any financial commitment or expenditure made by the Participating Agencies that exceeds the budget for the Activities. The Administrative Agent will promptly advise the Contributing Agency any time when the Administrative Agent is aware that the budget to carry out these Activities is insufficient to fully implement the Activities in the manner set out in the present Agreement, including its Annex(es). The Contributing Agency will have no obligation to provide the Administrative Agent with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

7. As an exceptional measure, subject to conformity with their financial regulations, rules and policies, Recipient UN Organizations may elect to start implementation of programme activities in advance of receipt of initial or subsequent transfers from the Administrative Agent by using their own resources. Such advance activities will be undertaken in agreement with the Administrative Agent on the basis of funds it has allocated or approved for implementation by the particular Recipient UN Organization following receipt by the Administrative Agent of signed the Administrative Arrangement from the UNTFHS. Recipient UN Organizations will be solely responsible for decisions to initiate such advance activities or other activities outside the parameters set forth above. Any such actions, however, should be in compliance with the integrated nature of the programme and the timing of joint activities as outlined in the Programme Document.

8. Each Recipient UN Organization will establish appropriate programmatic safeguard measures in the design and implementation of its programme activities, thereby promoting the shared values, norms and standards of the United Nations system. These measures may include, as applicable, the respect of international conventions on the environment, on children's rights, and internationally agreed core labour standards.

Section IV **Equipment and Supplies**

Ownership of equipment and supplies procured, and intellectual property rights associated with works produced, using funds transferred to the Recipient UN Organization under the relevant agreement, will be determined in accordance with the regulations, rules, policies and procedures applicable to such Recipient UN Organization, including any agreement with the relevant Host Government, if applicable.

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Section V
Reporting

1. The Administrative Agent will provide the UNTFHS with the following statements and reports, based on submissions provided to the Administrative Agent by each Recipient UN Organization, prepared in accordance with the accounting and reporting procedures applicable to it as set forth in the Recipient UN Organizations MOU, which includes reporting templates provided in the UNTFHS Guidelines.

- (a) Interim cumulative uncertified financial statement on activities implemented under the Fund as of 31 October for each calendar year or part thereof during which the Administrative Agent supports the Programme, to be provided no later than 30 November;
- (b) Annual certified financial report on activities implemented under the Fund as of 31 December for each calendar year or part thereof during which the Administrative Agent supports the Programme, to be provided no later than six months (30 June) after the end of the calendar year to which it relates; and
- (c) Final certified financial report, received from Recipient UN Organizations after the completion of the activities in the Programme Document, including the final year of the activities, to be provided no later than six (6) months after the MOU expires.

2. The Administrative Agent will provide the UNTFHS with the following narrative reports, based on submissions received from each Recipient UN Organization for each calendar year, prepared in accordance with the accounting and reporting procedures applicable to it as set forth in the Recipient UN Organizations MOU, which includes reporting templates provided in the UNTFHS Guidelines:

- (a) Annual consolidated narrative progress reports, to be provided no later than 12 months after the start of the programme and on a yearly basis thereafter.; and
- (b) Final consolidated narrative report, after the completion of the activities in the approved programmatic documents, including the final year of the activities in the Programme Document, to be provided no later than three (3) months after the end of the programme The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Programme as described in the UNTFHS Guidelines and per UNTFHS templates.

3. Annual and final reporting will be results-oriented and evidence based. Annual and final narrative reports will compare actual results with expected results at the output and

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outcome level, and activity level in line with the workplan, and explain the reasons for over or underachievement. They will share lessons learned and best practices in the application of human security as well as efforts to mainstream human security. The final narrative report will also contain an analysis of how the outputs and outcomes have contributed to the overall impact of the Programme. The financial reports will provide information on the use of financial resources, prepared in accordance with the Participating Agency's financial regulations, rules, policies, procedures, and administrative instructions.

4. Please refer to "ANNEX C. Reporting and Payment Schedule" and "ANNEX D. Role of AA, Budget and Reporting".

Section VI **Monitoring and Evaluation**

1. Monitoring and evaluation of the Programme activities will be undertaken in accordance with the UNTFHS Guidelines and Programme document. The UNTFHS and the Administrative Agent will hold consultations regularly, as appropriate, to review the status of the Programme. In addition, the UNTFHS and the Administrative Agent and Recipient UN Organizations will discuss any substantive revisions to the Programme, and promptly inform each other about any significant circumstances and major risks, including those related to Section IX, which interfere or threaten to interfere with the successful achievement of the outcomes outlined in the Programme Document, financed in full or in part through the Contribution. Mid-term and final evaluation reports should be submitted with annual and final reports, respectively.

Section VII **Audit**

External and Internal Audit

1. The activities of the Administrative Agent and each Recipient UN Organization, in relation to the Programme will be exclusively audited by their respective internal and external auditors in accordance with their own financial regulations and rules or equivalent.

Cost of Internal Audits

2. The total costs of internal audit activities in relation to the Programme form part of the indirect costs of the Programme.

Audits of Implementing Partners

3. The part of the Contribution transferred by a Recipient UN Organization to its implementing partners for activities towards the implementation of the funded programmes will be audited as provided under that Recipient UN Organization's financial regulations and rules, as well as its policies and procedures. The disclosure of the corresponding audit

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reports will be made according to the policies and procedures of that Recipient UN Organization.

Section VIII
Fraud, Corruption and Unethical Behaviour

1. The Participants are firmly committed to take all necessary precautions to avoid and address corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices. The Participants recognize that it is important that all United Nations staff, individual contractors, implementing partners, vendors and any third parties which are involved in the Programme (such individuals and entities being hereinafter referred to, together, as the “Individuals/Entities”, and individually as the “Individual/Entity”) must adhere to the highest standard of integrity as defined by each Participant. To this end, the Administrative Agent and each Recipient UN Organization will maintain standards of conduct that govern the performance of the Individuals/Entities, to prohibit practices which are contrary to this highest standard in the Programme. If an Individual/Entity is a UN organization, the Participant engaging that Individual/Entity will rely upon that Individual’s/Entity’s standard of integrity. The Individuals/Entities must not engage in corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices, as defined below.

2. In this Agreement,

- (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another individual or entity;
- (b) “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, an individual or an entity to obtain a financial or other benefit, or to avoid an obligation;
- (c) “Collusive practice” means an arrangement between two or more individuals and/or entities designed to achieve an improper purpose, including influencing improperly the actions of another individual or entity;
- (d) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any individual or entity or the property of the individual or entity to influence improperly the actions of an individual or entity;
- (e) “Unethical practice” means the conduct of behavior that is contrary to staff or supplier codes of conduct such as those relating to conflict of interest, gifts and hospitality, and post-employment provisions; and
- (f) “Obstructive practice” means acts or omissions intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption.

Investigations

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3. (a) Investigations of allegations of wrongdoing by Individuals/Entities involved in the Programme which are contracted by either the Administrative Agent or a Recipient UN Organization will be carried out by the Investigation Service of the organization with which the potential subject of investigation is contracted, in accordance with that organization's internal policies and procedures.

(b)

(i) The Investigation Service of the Administrative Agent or a Recipient UN Organization reviewing an allegation or conducting the investigation will share information as appropriate with counterpart Investigation Services of the other organization(s) involved in the Programme to determine the best path towards resolution of the investigation and whether the alleged wrongdoing is limited to such organization or whether one or more Recipient UN Organizations involved in the Programme may also be affected. If the relevant Investigation Services determine that more than one organizations could be affected by the alleged wrongdoing, they will follow the procedure described below in clause (ii).

(ii) Where a potential subject of an investigation is contracted by more than one Recipient UN Organization, the Investigation Services of the Recipient UN Organizations concerned may consider conducting joint or coordinated investigations, determining which investigation framework to use.

(c) Upon completion of the internal reporting on their investigation by the Recipient UN Organization(s) concerned as established in their respective internal policies and procedures, the Recipient UN Organization(s) will provide information on the results of their investigation(s) to the Administrative Agent and the UNTFHS.

(d) Each Recipient UN Organization concerned will determine what disciplinary and/or administrative measures, including referral to national authorities, may be taken as a result of the investigation, according to its obligations towards each Party's Member States and its policies and procedures on disciplinary and/or administrative measures, including vendor sanction mechanism, as appropriate. The Recipient UN Organization(s) concerned will share information on measures taken as a result of the investigation(s) with the Administrative Agent and the UNTFHS.

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Recovery of Funds

4. If there is evidence of improper use of funds as determined after an investigation, each Recipient UN Organization concerned will use its reasonable efforts, consistent with its regulations, rules, policies and procedures to recover any funds misused. With respect to any funds recovered, the relevant Recipient UN Organization will consult with the Administrative Agent who will then liaise with the UNTFHS, who may request that such funds be returned to them in proportion to their contribution to the Programme, in which case the Recipient UN Organization would transfer that portion of the funds so recovered to the Administrative Agent who can return that portion of such funds to the UNTFHS.

5. The Participants will apply the provisions of Section VIII, paragraphs 1 to 4 above in accordance with their respective accountability and oversight framework as well as relevant regulations, rules, policies and procedures.

Section IX **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 Recipient 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 Recipient 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 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.

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3. Investigation and reporting:
 - (a) Investigation:
 - (i) Investigations of allegations of Sexual Exploitation and/or Sexual Abuse arising in programmatic activities funded by the Contribution, will, where appropriate, be carried out by the Investigation Service of the relevant Recipient 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 Recipient UN Organizations, investigations of such allegations will be carried out by the Investigation Service of the relevant Recipient UN Organization in accordance with its rules, regulations, policies and procedures. In cases where the relevant Recipient UN Organization is not conducting the investigation itself, the relevant Recipient 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 Recipient UN Organization involved in the Programme, the Investigation Services of the Recipient UN Organizations concerned (Administrative Agent or Recipient 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 Programme and contracted by the Administrative Agent and/or each Recipient UN Organization will be carried out by the Investigation Service of the Administrative Agent or Recipient UN Organization holding the contract with the staff or personnel involved, in accordance with its rules, regulations, policies and procedures.
 - (b) Reporting on allegations investigated by Recipient UN Organizations and their implementing partners:
 - (i) The Administrative Agent of the Fund and the UN will be promptly notified of allegations of Sexual Exploitation and/or Sexual Abuse received by the Recipient UN Organization, without prejudice to the status of the Recipient UN Organization.
4. Any information provided by Recipient 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.

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Section X
Communication and Transparency

1. Subject to the regulations, rules, policies and procedures of the Recipient UN Organization, Administrative Agent and the United Nations Secretariat, information given to the press, to the beneficiaries of the Programme, all related publicity material, official notices, reports and publications, will highlight the results achieved and acknowledge the role of the Host Government, if applicable, the UNTFHS, the Recipient UN Organizations, the Administrative Agent, and any other relevant entities.
2. The Administrative Agent, in consultation with the UN and Recipient UN Organizations, as necessary, will ensure that relevant information concerning the Programme as well as outreach materials are posted, where appropriate, for public information on the websites of the Administrative Agent and Recipient UN Organizations .
3. The United Nations Secretariat, the Administrative Agent and the Recipient UN Organizations are committed to principles of transparency with regard to the implementation of the Programme, consistent with their respective regulations, rules, policies and procedures. The United Nations Secretariat, the Administrative Agent and Recipient UN Organizations and the Host Government, if applicable, will endeavor to consult prior to publication or release of any information regarded as sensitive.

Section XI
Expiration, Modification, Termination and Unspent Balances

1. The Administrative Agent will notify the UNTFHS when it has received notice from all Recipient UN Organizations that the activities for which they are responsible under the Programme Document have been completed and the Programme is operationally closed.
2. This Arrangement may be modified only by written agreement between the Participants.
3. This Arrangement may be terminated by either Participant on thirty (30) days written notice to the other Participant, subject to the continuance in force of paragraph 4 below for the purpose therein stated.
4. Notwithstanding the termination of this Arrangement, the amount of the Contribution transferred to the Administrative Agent up to and including the date of termination of this Arrangement will continue to be used to support the Programme until completion of the Programme, at which point, any remaining balances will be dealt with according to paragraph 5 below.

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5. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance from the Contribution will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

6. When returning funds to the UNTFHS in accordance with paragraph 5 above or Section VIII, paragraph 4, the Administrative Agent will notify the UNTFHS of the following: (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from the in respect of the Programme pursuant to this Arrangement. The UNTFHS will promptly acknowledge receipt of funds in writing.

7. This Arrangement will expire upon the delivery to the UNTFHS of the certified final financial statement pursuant to Section V.

Section XII **Notices**

1. Any action required or permitted to be taken under this Arrangement may be taken on behalf of the UNTFHS, by [Mehrnaz Mostafavi] or his or her designated representative, and on behalf of the Administrative Agent, by the Rokya Ye Dieng or his or her designated representative.

2. Any notice or request required or permitted to be given or made in this Arrangement will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail, or any other agreed means of communication to the Participant to which it is required to be given or made, at such Participant's address specified below or at such other address as the Participant will have specified in writing to the Participant giving such notice or making such request.

For the UNTFHS:

Mehrnaz Mostafavi (Ms.)
Chief, Human Security Unit
United Nations Trust Fund for Human Security
United Nations

Address: United Nations Secretariat
DC2 Building, DC2-1370
New York, NY 10017
Tel: +1-917-367-2239

For the Administrative Agent:

Title: UNDP Resident Representative a. i, Sierra Leone
Address: Fourah Bay Close, off Main Motor Road, Freetown, Sierra Leone
Telephone: +232-754-99-101
Facsimile: na
Electronic mail: rokya.dieng@undp.org

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Section XIII
Entry into Effect


This Arrangement will come into effect upon signature thereof by the Participants and will continue in effect until it expires or is terminated.

Section XIV
Settlement of Disputes

Any dispute arising out of the UNTFHS's Contribution will be resolved amicably through dialogue among the UNTFHS, the Administrative Agent and the concerned Recipient UN Organization.

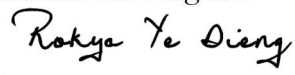
IN WITNESS WHEREOF, the undersigned, being duly authorized by the respective Participants, have signed the present Arrangement in English in two copies.

For the UNTFHS:



Signature: _____
Name: Mehrnaz Mostafavi
Title: Chief, Human Security Unit
Place: United Nations Headquarters, New York
Date: February 05, 2021

For the Administrative Agent:



Signature: _____
Name: Rokya Ye Dieng
Title: Resident Representative a.i
Place: Freetown, Sierra Leone
Date: January 14th, 2021

ANNEX A: Programme Proposal

ANNEX B: Detailed Budget

ANNEX C: Reporting and Payment Schedule

ANNEX D: Role of AA, Budget and Reporting

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