

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**AND**

**THE AFRICAN DEVELOPMENT BANK (THE BANK)**

**AND**

**THE AFRICAN DEVELOPMENT FUND (THE FUND)**

**CONCERNING**

**ARRANGEMENTS FOR THE FUNCTIONING AND**  
**ADMINISTRATION OF THE NATIONAL PROGRAMME OFFICE**  
**OF THE BANK AND THE FUND IN THE REPUBLIC OF SAO TOME**  
**AND PRINCIPE**

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THE REPUBLIC OF SAO TOME AND PRINCIPE**

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**THIS MEMORANDUM OF UNDERSTANDING** dated this \_\_\_\_\_ day of \_\_\_\_\_, is entered into by and between the United Nations Development Programme, acting through its Country Office in the Republic of Sao Tome and Principe (hereinafter referred to as "UNDP"), of the one part, and the African Development Bank, the African Development Fund (hereinafter referred to collectively as the "Bank"), of the other part.

**THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING:**

**CONSIDERING** the decision of the Bank to establish a National Programme Office (hereinafter referred to as the "NPO") in the Republic of Sao Tome and Principe to strengthen its operations and ensure efficient monitoring of its projects and programmes in Sao Tome and Principe;

**DESIRING** to collaborate for the provision of adequate office accommodation, furnishing, utilities, communications facilities and other administrative services necessary for the functioning of the NPO;



**HAVE AGREED AS FOLLOWS:**

**ARTICLE I**

**Purpose**

- 1.1 The purpose of this Memorandum of Understanding (hereinafter referred to as the "Memorandum") is to provide the legal framework for the administrative arrangements agreed upon between UNDP and the Bank with respect to the provision of office space, furnishing, utilities, telecommunication facilities and postal services, and other services, including effective administration of the resources allocated by the Bank for the functioning of the NPO. A Programme Co-ordinator appointed by the Bank shall be responsible for the monitoring of the NPO. The duties and responsibilities of the Programme Co-ordinator are attached hereto as Annex I, which shall form an integral part of this Memorandum. Costs and expenses relating to the functioning and administration of the NPO shall be drawn from the financial resources allocated by the Bank on a yearly basis in respect of the NPO.

**ARTICLE II**

**Costs and Method of Payments**

- 2.1 The Bank shall bear the costs and expenses relating to the functioning and administration of the NPO (hereinafter referred to as "Operating Costs") provided that such costs and expenses are within the financial resources allocated by the Bank on a yearly basis in respect of the functioning and administration of the NPO. Operating costs include



office rent, utilities, security services, salaries and benefits payable to the personnel of the Bank, maintenance of vehicle and equipment. In addition to the Operating Costs, the Bank shall make appropriate provision for Initial Investment during the first year of the establishment of the NPO.

- 2.2 Operating Costs shall be disbursed to UNDP by the Bank in two equal instalments on 5 January and 5 July of each year; however, the first payment covering year 2005 shall be made immediately after the signature of this Memorandum.
- 2.3 The cost of the Initial Investment to be made by the Bank shall be disbursed in full after the signature of this Memorandum and be used for the acquisition of goods and services specified by the Bank or any other goods or services, as may be determined by the Bank in consultation with UNDP.
- 2.4 The Bank shall pay the funds referred to paragraph 2.1 of this Article into the bank account of UNDP, which is as follows:

**Account No. 015 002 284, Chase Manhattan Bank, New York**  
**Code Bancaire: ABA 021000021**  
**Code Swift: CHASUS 33**

UNDP shall commence implementation of this Memorandum immediately upon the crediting of the said funds to its bank account.



### ARTICLE III

#### Obligations of the UNDP

- 3.1 UNDP shall make available to the Bank the agreed office space, furnishing and equipment as well as all other services specified by the Bank within a reasonable time after completion of the refurbishing of the office space allocated to the NPO.
- 3.2 UNDP shall, in consultation with the Bank, select a qualified Contractor to refurbish the premises and provide as well as install the air conditioners within a period not exceeding six (6) weeks or such other period as may be agreed between UNDP and the Bank on the basis of proposals submitted by the Contractor.
- 3.3 UNDP shall assist the Bank in obtaining from local public authorities permits, exemptions and authorisations as may be required under the laws of Sao Tome and Principe for the refurbishing of the premises;
- 3.4 Upon express request from the Bank, the UNDP shall assist the Bank in preparing a shortlist of candidates, organising interviews and selecting a suitable Programme Co-ordinator and a secretarial staff to support the day to day administration of the NPO;
- 3.5 UNDP shall ensure timely payments of all sums due to the personnel of the Bank and to third parties, including Contractors and public services.



- 3.6 UNDP shall ensure that its Officials, staff members and other employees will not communicate to unauthorised persons, without prior written consent of the Programme Coordinator or the Bank, information, data, plans, reports or any other documents concerning the operations of the Bank or the activities of the NPO to which they may have access to or that they may obtain from any consultant of the Bank.
- 3.7 UNDP shall submit half-yearly reports on the utilisation of the resources disbursed by the Bank.

#### ARTICLE IV

##### Obligations of the Bank

- 4.1 The Bank shall collaborate with UNDP with the aim of facilitating the smooth administration of its NPO and timely settlement of all sums due in connection with the functioning of the NPO provided that such sums will not exceed the financial resources allocated by the Bank on a yearly basis in respect of the functioning and administration of the NPO.
- 4.2 The Bank will provide UNDP support and the necessary information for the proper execution of its obligations under this Memorandum.

## ARTICLE V

### Notices

5.1 For purposes of this Memorandum of Understanding, the representatives of the parties shall be:

- (a) For UNDP: Office of the UNDP Resident Representative in the United Nations Building, Avenida das Nações Unidas, B.P. 109, São Tomé, São Tomé and Príncipe;
- (b) For the Bank and until further notice: The Director, Country Department Operations Central, African Development Bank, Temporary Relocation Agency, 15 Avenue du Ghana, angle Avenue du Ghana et Rues Hédi Nouria et Pierre de Coubertin, B.P 323, 1002 Tunis Bélvédère.

5.2 Either party may, by notice in writing to the other party, designate additional representatives or substitute other representatives for those designated in this Article.

5.3 Any notice or other communication under this Memorandum of Understanding shall be in writing and shall be deemed to have been duly given or made when it has been delivered by hand, mail, cable, telex or facsimile, as the case may be, by either party to the other at the appropriate address specified below or such other address as either party may hereafter notify in writing to the other party.



**FOR UNDP:**

**Mail Address** : United Nations Development Programme  
Avenida das Nações Unidas  
B. P 109 – São Tomé  
São Tomé and Príncipe

**Internet Address** : <http://www.uns.st>

**Facsimile** : (239) 222 198

**Telephone** : (239) 221 122/123

**FOR THE BANK AND UNTIL FURTHER NOTICE:**

**Mail Address** : African Development Bank  
Temporary Relocation Agency  
13 Avenue du Ghana  
(angle Avenue du Ghana  
Rue Hédi Nouria et Pierre de Coubertin)  
B.P. 323  
1002 Tunis Bélvédère, Tunisie

**Internet Address** : [www.afdb.org](http://www.afdb.org)

**Telephone** : (216) 71 10 20 33

**Facsimile** : (216) 71 332 806



## ARTICLE VI

### Entry into Force, Duration and Termination

- 6.1 This Memorandum shall enter into force on the date of its signature by both parties and shall remain in effect for a period of two years unless terminated in accordance with paragraph 2 hereof. It may be renewed upon the agreement of both parties for a further period of two or more years. Such extension shall be effected by an exchange of letters within the last two months preceding the date of expiration of the current period.
- 6.2 Either party to this Memorandum may terminate it by giving three months' advance notice to the other party. Termination as aforesaid shall take effect as of the date specified in the termination notice, provided that the provisions herein contained shall survive termination to the extent necessary to permit an orderly settlement of all accounts and timely removal of Bank property and assets from the premises.

## ARTICLE VII

### Final Provisions

- 7.1 The parties to this Memorandum of Understanding may, by a simple exchange of letters, amend any of the provisions of this Memorandum of Understanding or enter into supplementary arrangements designed to extend the scope of this Memorandum of Understanding.



- 7.2 The parties hereto agree that any matter for which no provision is made in this Memorandum of Understanding shall be determined in a manner acceptable to both parties, and, in this regard, each party shall give sympathetic consideration to any proposal advanced by the other party.
- 7.3 This Memorandum of Understanding shall be regarded as an administrative arrangement between the parties hereto. Any dispute over the interpretation or application of any provision herein contained shall be settled through negotiations or by such other means as the parties shall mutually agree.




IN WITNESS WHEREOF the parties hereto, acting through their respective representative's duly authorised thereunto, have signed this Memorandum of Understanding on the date first above written in two original counterparts in the English language.

**FOR THE UNITED NATIONS  
DEVELOPMENT PROGRAMME**

  
MALIKA AKROUF  
Officer in Charge

**FOR THE AFRICAN DEVELOPMENT BANK  
AND THE AFRICAN DEVELOPMENT FUND**

  
JAOUAD MOHAMMED GHARBI  
Officer-in-Charge  
of the Operations Centre and West (OCVP)

**AFRICAN DEVELOPMENT BANK  
NATIONAL PROGRAM OFFICE IN SAO TOME AND PRINCIPE**

Job Description of the National Program Co-ordinator

**OBJECTIVES**

Under the general supervision of the Director, Country Operations, Central Region, the National Program Co-ordinator assists the Government and Executing Agencies in the implementation of Bank financed operations in Sao Tome and Principe.

**DUTIES**

1. Maintain close working relations with the Ministry of Planning and Finance, which co-ordinates Bank operations in the country;
2. Facilitate communications between the Bank, the Government and executing n agencies;
3. Maintain an information and database with the latest information, reports, and maps etc. (from various sources: Government, WB, UNDP, EU, UNICEF, UNDP, NGOs, and Private Sector etc.);
4. Advise the Bank on all matters that could impact on its interventions in the country; and
5. Represent the Bank in co-ordination meetings arranged by Government or the donor community and contribute to the enhancement of the image of the Bank in the country.

**PROJECT CYCLE ACTIVITIES**

6. Follow up on the effectiveness of loan conditions and fulfilment of all other conditions including, in particular submission of progress reports and audit reports;



7. Provide advice and support to the Project Implementation Units and consultants to follow strictly the procurement rules and disbursement procedures of the Bank;
8. Establish and maintain regular contacts with civil society (business community, NGOs etc.) with the purpose of assisting the Bank in undertaking participatory approach to programming, project design, preparation and implementation;
9. Provide general guidance and other necessary support to consultants engaged in the Bank's assignments; and
10. Participate in the preparation of training seminars on disbursements, procurement and loan administration.

#### **LIAISON WITH OTHER DONORS AND REGIONAL ORGANIZATIONS**

11. Ensure co-ordination of the activities of the Bank with the Government and other donors; and liaise/co-ordinate with bilateral, sub-regional and regional organizations with the purpose of synthesising the Bank with the activities of the major donors and identifying potential operations, which may require co-financing with the Bank.

#### **OTHER ACTIVITIES**

12. Liaise with Headquarters, Ministry of Planning and Finance and Executing Agencies to plan well in advance the work of missions and facilitate the Bank's missions in Sao Tome and Principe (including, if necessary, secretarial and translation services, setting up appointments, travel arrangements);
13. Submit to the Bank economic progress reports on the major financial and policy reforms (including, but not limited to, Central Bank Annual Report, quarterly financial and economic reports published by the Ministry of Planning and Finance, including the budget document and the Three Years Public Investment Program, as well as publications by the National Statistical Office and Central Bank of Sao Tome and Principe and others reports published by the Ministry



of Planning and Finance and technical reports on sectoral developments.

14. Disseminate Bank publications and reports in accordance with the Bank's policy on information disclosure policy; and
15. Undertake any other relevant activities in the country assigned by the Director of the Country Operations, Central Region.

### **REPORTING**

16. Prepare and submit monthly, quarterly and annual reports on the activities of the NPO.

### **SELECTION CRITERIA**

17. Candidates must be citizens of Sao Tome and Principe. As an exception, consideration will also be given to citizens of other Bank member countries when it is found impossible to fill the position with the former. In this case the candidate must have resident status in Sao Tome and Principe prior to the date on which processing of the appointment began. Candidates must not be immediate family members or relatives of other Bank employees.
18. The Program Co-ordinator will be a senior professional with substantial experience with development projects. He/she should have at least 10 years of professional experience in enterprise or project management, including international co-operation program; supervisory experience, management skills; extensive experience in preparation, evaluation, implementation and supervision of development projects; strong communication and administrative skills. In view of the language specificity in Sao Tome and Principe, the Program Co-ordinator must be bilingual (French and Portuguese, knowledge of English will be an advantage).

