

## **Memorandum of Understanding**

**between**

**The Government of the United Kingdom of Great Britain and Northern Ireland (the “Government”) represented by the British Embassy Ankara, Foreign, Commonwealth and Development Office (the FCDO)**

**and**

**The United Nations Development Programme (“UNDP” and/or the “Implementing Partner”)**

**(together called the Participants)**

**The Participants have reached the following understandings:**

### **1. Purpose**

- (1) The purpose of this Memorandum is to confirm FCDO’s commitment to provide a financial contribution (the “Contribution”) to support the implementation of the UNDP project entitled “SDG Investment Initiative for Operationalizing the SDG Investor Map Turkey (Bridge for Impact)”. The description, objective and activities of the Project are set out in the attached project proposal (Annex A) and estimated budget (Annex B).
- (2) The Implementing Partner/UNDP will be awarded the funding in line with the commitments set out in this memorandum.
- (3) UNDP accepts the Contribution and confirms that it will administer the Contribution for the purposes of implementing the Project as set out in Annex A and Annex B.
- (4) UNDP will not apply the Contribution to any Project activities other than those described in Annex A and Annex B without the prior written approval of FCDO and will use the Contribution from FCDO solely for the purposes of the Project.

### **2. Duration**

This Memorandum will come into effect upon signature by both Participants. The Contribution is provided to UNDP for the Project implementation period 15/02/2022 until 31/03/2022.

### **3. Financial arrangements**

- (1) The total amount of the cost of the Project eligible for financing from the Contribution is up to £9,947 (nine thousand nine hundred forty-seven) pounds sterling.

- (2) Subject to paragraph (3) below and unless otherwise decided by the Participants, FCDO will transfer the Contribution to UNDP in accordance with the following schedule:

	<u>Instalments</u>	<u>Currency/Amount</u>
1.	21/02/2022 (upon execution of this memorandum)	£7,000
2.	31/03/2022 (upon receipt of an official letter regarding the satisfactory completion of project activities)	£2,947

- (3) Payment of the second and where applicable, subsequent instalments of the Contribution is not guaranteed and will depend on the availability of funding to FCDO.
- (4) The Contribution instalments will be transferred into the following UNDP bank account:
- Bank Name (Legal Name): Bank of America London
  - Bank Full Address: 5 Canada Square, London, E 14 5AQ, The United Kingdom
  - Bank Swift Code: BOFAGB22
  - Account Name/Title: UNDP Contributions GBP Account
  - Bank Account Currency: GBP
  - Account Number: 6008-6272-2030
  - IBAN (Required for European based banks): GB37BOFA16505062722030
- (5) When making the transfer, FCDO will notify Mr. Bilgin Sezer, Resource Management Analyst (bilgin.sezer@undp.org) of the following: (a) the amount transferred; (b) the value date of the transfer; and (c) that the transfer is from FCDO in accordance with this Memorandum. UNDP will promptly acknowledge receipt of funds in writing indicating the amount received (stated in the currency received and, if the transfer is in a currency other than United States dollars, in United States dollars applying the United Nations operational rate of exchange on the date of receipt) and the date of receipt.
- (6) UNDP may, in accordance with its regulations and rules, exchange the instalments of the Contribution to United States dollars at any time, or for any other currency, in order to facilitate the disbursement of the funds.
- (7) The Contribution will be received, administered, used and expended, and the Project will be implemented, by UNDP in accordance with its regulations, rules, policies, and procedures (the "UNDP Rules"), including but not limited to those with regard to a General Management Support service fee (or "GMS") as determined by the UNDP's cost recovery policy approved by UNDP Executive Board (of which the Government is a member).
- (8) UNDP will maintain an accurate record of expenditure and will retain all invoices, receipts and accounting records with regard to the Contribution in accordance with its standard policies for record retention. The books and records of UNDP, including but

not limited to the financial books and records, will be subject exclusively to audit and inspection in accordance with the UNDP Rules.

- (9) UNDP will not be required to initiate or continue implementation of the Project activities supported by the Contribution until the first instalment of the Contribution has been received or while any amounts requested under the approved payment schedule are unpaid.
- (10) UNDP will not be responsible for gains or losses resulting from currency exchanges. Such amounts will increase or decrease the funds available to support implementation of the Project. In the event of any unforeseen increases in expenditures or commitments, inflationary factors or fluctuations in exchange rates, UNDP will adjust the Project budget accordingly and UNDP may seek further financing from FCDO. Should further financing not be available or forthcoming from FCDO, the activities under the Project may be altered, reduced, suspended or terminated by UNDP, after discussion with FCDO. Neither FCDO nor UNDP will be liable to make available such further financing.
- (11) All direct costs of the Project will be paid for from the Contribution. Furthermore, the Contribution will be subject to a recovery by UNDP for its indirect project support costs in an amount of (8%) of the total expenses incurred from the Contribution. UNDP will not pre-finance any activity. All losses will be charged to the project. UNDP will have the right to reduce, suspend or terminate Project activities in the event of a cost overrun if additional funding is not available from FCDO to cover such cost.

#### **4. Reporting**

- (1) Upon completion of the project, UNDP will submit a final narrative report and a financial statement (altogether "Project Completion Report") setting out how the project funds were spent, containing a summary of activities and outputs and including details of consultant's fee and travel expenses, where applicable, after Project ending or, in the event of termination of this Memorandum, following such termination.
- (2) UNDP will also provide one final financial statement with regard to the Contribution certified by the UNDP Comptroller on 31 March of the following year after Project ending.
- (3) All reports and statements referred to under this Paragraph will be in UNDP's standard format and financial reports will be expressed in United States dollars with an uncertified version expressed in Sterling GBP (calculated at the average United Nations Operational Rate of Exchange on the date(s) of receipts of the Contribution.
- (4) Payment of the second and where applicable subsequent instalments of the Contribution will be dependent on satisfactory progress against the original Project Proposal being demonstrated through the above-mentioned reports.

#### **5. Fraud and Corruption**

- (1) UNDP will take all necessary precautions to prevent fraud, corruption, bribery, theft, terrorist financing, and other misuse of funds in line with the UNDP Rules, and in particular, its policies for combatting such conduct.
- (2) Participants will inform each other of any credible allegation of Aid Diversion in the case of the Implementing Partner by immediately contacting the FCDO's Anti Fraud and Corruption Unit (AFCU) at [afcu@FCDO.gov.uk](mailto:afcu@FCDO.gov.uk) or +44 (0)7771 573944 (where all information will be treated confidentiality) or by informing the FCDO staff responsible for managing this memorandum.
- (3) The Participants have a zero-tolerance approach towards fraud, corruption, bribery, theft, terrorist financing and other misuse of funds, and commit to use best efforts to recover any such funds in line with the UNDP Rules. UNDP has a written policy on combatting fraud and corruption, which is available on its public website, and which will be fully implemented. UNDP will take timely and appropriate action to investigate allegations of fraud, corruption, bribery, theft, terrorist financing, or other misuse of funds of the Contribution where warranted in accordance with its accountability and oversight framework. To the extent that such an investigation substantiates the allegation, UNDP will give due consideration to timely and appropriate action, including disciplinary action, in accordance with the UNDP Rules.
- (4) UNDP will keep FCDO informed, on matters of fraud, corruption, bribery, theft, or any other misuse of funds relating to its Contribution under this Memorandum, of its investigation function and related activities including outcomes of investigations and actions taken, and results of the implementation of such actions, through UNDP's regular reporting to the UNDP Executive Board as mandated by the UNDP Executive Board.
- (5) In the event that any part of the Contribution is determined by UNDP to have been lost to fraud, corruption, bribery, theft, terrorist financing, or other misuse of funds, such loss will be dealt with in accordance with the UNDP Rules. Further, in respect of such amount of the Contribution which UNDP has been able to recover, such amount will be returned to the Project or, if the Project is completed dealt with as decided by UNDP and FCDO.
- (6) Consistent with numerous applicable United Nations Security Council resolutions, including S/RES/1267 (1999), S/RES/1373 (2001) and related resolutions, the Participants are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Government to seek to ensure that none of its resources are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or crime of any sort. UNDP will use all reasonable efforts to ensure that the Contribution is not made available or used to provide support to individuals or entities associated with terrorism as designated by the United Nations Security Council sanctions regime list.

## 6. Due Diligence

- (1) FCDO confirms that it has approved the Contribution on the basis of its due diligence assessment of UNDP.
- (2) In utilising the Contribution UNDP will exercise the same care in the discharge of its functions under this Memorandum as it exercises with respect to the administration and management of the rest of its own resources and affairs. This will include assessing the internal controls and systems of any downstream implementing partners in accordance with its standard procedures. These assessments will be shared with FCDO upon request and upon agreement by the downstream partner.

## **7. Accountability**

The FCDO will not be responsible for the activities of any person, organisation or company engaged by the Implementing Partner or its agencies as a result of this memorandum, nor will the FCDO be responsible for any costs incurred by the Implementing Partner or its agencies in terminating the engagement of the aforementioned persons, organisations or companies.

## **8. Safeguarding for the prevention of sexual exploitation and abuse and harassment**

- (1) UNDP confirms that, in keeping with its long-established commitment in this regard, it will take all reasonable steps to prevent sexual exploitation and abuse. UNDP will take robust and prompt action in response to any allegations, in line with the Secretary-General's Bulletin on Special Measures for the Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13, 9 October 2003) and the commitment to implement action set out by the Secretary-General in his report on Special Measures for Protection from Sexual Exploitation and Abuse: A New Approach (A/71/818) (the "Secretary-General's Report").
- (2) The Participants have a zero tolerance approach towards sexual exploitation, abuse and harassment. The Implementing Partner will immediately contact FCDO's Anti Fraud and Corruption Unit at [afcu@FCDO.gov.uk](mailto:afcu@FCDO.gov.uk) or call [+44 \(0\)7771 573944](tel:+44207771573944) to report any credible allegations of sexual exploitation, abuse or harassment related to this memorandum. The Implementing Partner should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
- (3) UNDP will inform FCDO of any allegations of sexual exploitation and abuse through UNDP's quarterly reports provided by the Secretary-General's spokesperson and through the mandatory annual reporting on allegations of sexual exploitation and abuse provided by the Secretary-General.
- (4) UNDP will take timely and appropriate action to investigate allegations of sexual exploitation and abuse or sexual harassment where warranted in accordance with its accountability and oversight framework. To the extent that such an investigation

substantiates the allegation, UNDP will give due consideration to timely and appropriate action, including disciplinary action, in accordance with the UNDP Rules.

- (5) UNDP will keep FCDO informed on matters of sexual exploitation and abuse or sexual harassment, of its investigation function and related activities, including outcomes of investigations and action taken, and results of the implementation of such actions, through UNDP's regular reporting to the UNDP Executive Board as mandated by the UNDP Executive Board and other appropriate processes.

## **9. Termination**

- (1) Either Participant may end this Memorandum by giving one (1) month's written notice to the other, in the following circumstances:
  - a) Failure or inability to implement the Project according to this Memorandum;
  - b) A significant failure by the non-terminating Participant to meet any of the commitments in this Memorandum;
  - c) Force majeure;
  - d) Where any changes occur which, in the opinion of the terminating Participant impair significantly the value of the Project's objective.
- (2) Before taking such decision, the Participants commit to use their best efforts to reach a satisfactory resolution for both Participants.
- (3) Notwithstanding termination of this Memorandum, UNDP will continue to hold any part of disbursed funds of the Contribution until all commitments and liabilities incurred in the implementation of the Project have been satisfied and the Project activities brought to an orderly conclusion. If there is an unspent balance of disbursed funds at the end of the Project implementation period (31/03/2022), UNDP in consultation with the FCDO will seek to extend the Project. Such an extension should be discussed and decided upon in advance of the end of the Project implementation period (31/03/2022).

## **10. Procurement**

- (1) FCDO acknowledges that the Contribution may be used by UNDP to purchase goods and services as stipulated in the Project proposal and budget. UNDP will manage such procurement in accordance with the UNDP Rules.
- (2) FCDO further acknowledges that any assets procured by UNDP using the Contribution will be owned, operated and controlled by UNDP in line with the UNDP Rules. The transfer of ownership of such assets by UNDP will be conducted in accordance with the UNDP Rules, and where applicable, in accordance with UNDP's agreements concluded with host Governments or civil society implementing partners.

## **11. Transparency**

UNDP recalls that it has adopted and implemented the International Aid Transparency Initiative (IATI) standard and will work with FCDO and international partners to continue to develop that standard. In consideration thereof, FCDO will make the utmost use of available data prior to seeking additional information or reports from UNDP in accordance with the provisions of this Memorandum, so that the investments made by UNDP into the IATI initiative are optimized.

## **12. Intellectual Property**

Any intellectual property rights which arise in the course of the implementation of the Project by UNDP will belong to UNDP. FCDO recognises the principle that UNDP owns intellectual property generated by its programmatic and project activities for the common good. The Participants accept, that subject to and unless otherwise provided for in the UNDP Rules, or its agreements concluded with relevant Host Governments and/or implementing partners, intellectual property produced by UNDP will be managed in a way that maximizes public accessibility and allows the broadest possible use.

## **13. Dispute settlement**

Any dispute that may arise as to the interpretation or application of this Memorandum will be settled by consultation between the Participants at an appropriate and equal level of seniority.

## **14. Contact information**

Each Participant will provide the other with contact details for its representative with responsibility for addressing normal day to day enquiries.

## **15. Privileges and Immunities**

Nothing in or relating to this Memorandum will affect the privileges and immunities of the United Nations, including UNDP, pursuant to the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

## **16. Responsibility for Staff**

- (1) UNDP will provide supervision of and care for its staff, authorised agents and representatives in accordance with applicable regulations and rules, policies and procedures, of the United Nations and of UNDP.
- (2) UNDP staff or authorised agents and representatives will not be based in or live or work in accommodations owned/occupied or controlled by FCDO or use transport or other facilities provided by FCDO.

## **17. Amendment of this memorandum**

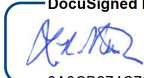
Any amendment to this Memorandum will be decided upon by both Participants, recorded in writing and attached to this Memorandum.

Signed on behalf of the Government:

Signed on behalf of UNDP:

Signature:

Signature:

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Name: Martin Robinson

Name: Louisa Vinton

Position: Counsellor

Position: Resident Representative

Date:

Date: 17-Feb-2022

**Annex A      Project Document**

**Annex B      Project Budget (Estimated)**