

Memorandum of Understanding
between
United Nations Populations Fund [UNFPA]
and
United Nations Development Project [UNDP]

WHEREAS, UNFPA and UNDP (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a joint project ‘Mainstreaming gender to civil service reform (hereinafter referred to as the “Joint Project”) as part of their respective development cooperation with the **Civil Service Commission under the President of the Republic of Azerbaijan**, as more fully described in the detailed Joint Project document dated **1 August, 2009**, document no.00044982 (hereinafter referred to as the “Joint Project Document”) ¹, and have agreed to establish a coordination mechanism ² (hereinafter referred to as the “Joint Project Steering Committee”) ³ to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Joint Project;

WHEREAS, the Participating UN Organizations have agreed that they will fully participate in the preparation, planning, and evaluation of the Joint Project in cooperation with the host Government, and that they will appoint UNDP to be responsible for supporting the national partner in the management of the Joint Project funds and activities, (hereinafter referred to as “Managing Agent”) in order to achieve the objectives of the Joint Project more effectively and efficiently; and

WHEREAS, the Participating UN Organizations have further agreed that they will pool their existing or otherwise mobilized Regular and/or Other Resources for the Joint Project and put such resources under management and administration by the Managing Agent for supporting the national partner in the implementation of the Joint Project;

WHEREAS, the Participating UN Organizations and the Government/national partner have further agreed that UNDP will be so appointed and will serve as the administrative interface with the national partner, and be responsible for supporting the national partner in the management of the Joint Project, and UNFPA has agreed to do so in accordance with this Memorandum of Understanding.

NOW, THEREFORE, the **UNDP and UNFPA** and the Government (hereinafter referred to collectively as the “Parties”) hereby agree as follows:

¹ The Joint Project Document contains at a minimum a common work plan, a budget, the coordination and management mechanism and signature of all parties to the Document.

² Parties to the Joint Project Document will decide on the most appropriate coordination mechanism is – as for example, a Theme group, a Steering Committee, a management committee. For ease of reference, this mechanism is referred to as the “Joint Programming Steering Committee” in this document.

³ The Composition of the Joint Project Steering Committee or other body shall include all of the signatories to the Joint Project Document. The Steering Committee may also have other members in an observer capacity, such as donors and other stakeholders.

Article I
Appointment of Managing Agent, its Status and Duties

1. The Participating UN Organizations hereby appoint **UNDP** as the “Managing Agent” or the “MA” to be responsible for the administration of the funds and for supporting the national partner in the management of the Joint Project activities set out in the Joint Project Document. The Managing Agent accepts this appointment and assumes full programmatic responsibility and financial accountability for the funds transferred to it by the Participating UN Organizations. This appointment shall continue until it terminates, or is terminated, in accordance with Article VIII below.

2. The Managing Agent shall perform the following duties:

- (a) disburse funds and supplies in a timely fashion;
- (b) coordinate technical inputs by all Participating UN Organizations;
- (c) follow-up with the (sub-)national partner on implementation;
- (d) be accountable for narrative and financial reporting to the joint project coordination mechanism;
- (e) perform such other activities as the Participating UN Organizations and the Managing Agent may agree in writing.

3. In discharging its obligations under this Memorandum of Understanding, the Managing Agent shall have the status of an independent contractor and shall not be considered as an agent of the Participating UN Organizations. Without restricting the generality of the preceding sentence, UNFPA (as the participating UN Organization) shall not be liable for the acts or omissions of the Managing Agent or its personnel, or of persons performing services on its behalf, to the extent that the Participating UN Organizations have not contributed to such acts or omissions of the Managing Agent resulting in such liability. In the case of any contributory acts or omissions of the Participating UN Organizations, the resulting liability shall be apportioned among them or any one of them.

Article II
Financial Matters

1. The Participating UN Organizations shall contribute to the costs of the Joint Project activities in accordance with the budget contained in the Joint Project Document attached as ANNEX A. A schedule of payments is attached as ANNEX B.

2. The Managing Agent shall establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received by it pursuant to this Memorandum of Understanding (hereinafter, the “Joint Project Account”). The Joint Project Account shall be administered by the Managing Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Joint Project Account shall be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Managing Agent. The audit conducted by the Managing Agent’s internal and/or external auditors shall be considered acceptable to the Participating UN Organizations.

3. UNFPA shall transfer funds to the Managing Agent through wire transfer. When making a transfer to the Managing Agent, UNFPA will notify the Managing 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 that Participating UN Organization in respect of the joint project in the Republic of Azerbaijan pursuant to this Memorandum of Understanding, for deposit to the Joint Project Account.

4. The Managing Agent shall not be required to commence or continue activities in connection with the Joint Project if a scheduled contribution from a Participating UN Organization has not been paid.

5. The funds in the Joint Project Account shall be accounted as income to the Managing Agent. In accordance with its policies and procedures for cost recovery in line with decisions of its Executive Board, the Managing Agent will apply US\$981 [nine hundred eighty one USD] percent (7%) of the contribution of each Participating UN Organization towards the Managing Agent's indirect costs.

Article III Activities of the Managing Agent

1. The Managing Agent shall support the national partner in the management of the Joint Project activities contemplated in the Joint Project Document in accordance with its regulations, rules, directives and procedures. Accordingly, personnel shall be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules, directives and procedures.

2. Any modifications to the Joint Project activities set out in the Joint Project Document, including as to their nature, content, sequencing or the duration thereof, shall be subject to mutual agreement in writing between the Participating UN Organizations and the Managing Agent, following approval of the Joint Project Steering Committee. Any change in the budget for the Joint Project set out in the Joint Project Document shall be subject to mutual agreement in writing between all parties to the Joint Project Document.

3. Where the Managing Agent wishes to support the implementation of the Joint Project activities through or in collaboration with a third party, it shall be responsible for discharging all commitments and obligations with such third parties, and no Participating UN Organization shall be responsible for doing so.

Article IV Reporting

1. The Managing Agent shall provide the Joint Project Steering Committee with the following statements and reports prepared in accordance with the regulations, rules and procedures applicable to it and as reflected in the joint project document. In line with the principle that there should be only one annual report, the reporting arrangements are recommended to be:

- (a) Narrative progress reports for each twelve-month period, to be provided no later than **2 months** after the end of the applicable reporting period;⁴
 - (b) Interim, locally-produced, annual financial reports as of 31 December each year with respect to the Joint Programme Account, to be provided no later than **5 month** after the end of the applicable reporting period;⁵
 - (c) A final narrative report and uncertified financial report, to be provided no later than **2 months** after the completion of the Joint Project (in the case of the final report) and **2 months** after the last 31 December during which funds disbursed from the Joint Programme Account;
 - (d) A final certified financial statement, to be provided 5 months after the completion of the Joint Project;
2. Apart from the reports set further above, no other reports will be provided by the Managing Agent to the concerned Parties to the Joint Project Account.

Article V
Other Contributors to Support the Joint Project

1. Where a funding gap exists over and above the commitments made by Participating UN Organizations, the Managing Agent can engage in resource mobilization for the additional necessary funds. Donors would normally be expected to contribute to the Joint Project through the Managing Agent. The Managing Agent would inform the Parties of any such contributions through the Joint Project Steering Committee
2. In cases where a Participating UN Organization commits existing or otherwise mobilized other resources to the Joint Project, the agreement between the participating UN organization concerned, and the donor would govern the said contribution.

Article VI
Monitoring and Evaluation

Monitoring and evaluation of the Joint Project shall be undertaken exclusively in accordance with the Managing Agent's procedures and policy guidance and as reflected in the Joint Project Document.

⁴ The MA should insert the periods for issuance of the reports set forth in this Article IV, consistent with its usual reporting requirements.

⁵ The reports specified in Article IV (1)(b) and (c) are interim reports and are not certified. They are to be completed by the country or regional office, as appropriate.

Article VII
Communication

Upon consultation with the Parties, the Managing Agent shall take appropriate measures to publicize the Joint Project as a joint project of the Participating UN Organizations. Information given to the press, to the beneficiaries of the Joint Project, all related publicity material, official notices, reports and publications, shall acknowledge the role of the host Government, the Managing Agent, the Participating UN Organizations and the other contributors (if any) to the Joint Project Account.

Article VIII
Expiration, modification and termination of the Agreement

1. This Memorandum of Understanding shall expire upon completion of the Joint Project, subject to the continuance in force of paragraph 5 below for the purposes therein stated.
2. This Memorandum of Understanding may be modified only by written agreement between the Parties.
3. Any of the Participating UN Organizations may withdraw from this Memorandum of Understanding upon giving thirty (30) days' written notice to all other parties to this Memorandum of Understanding that it has given notice, in accordance with the Joint Project Document, of its withdrawal from the Joint Project. In the event of any such withdrawal, the withdrawing Participating UN Organization shall only be eligible for a refund on contributions provided hereunder which have not yet been committed and/or disbursed.
4. The Managing Agent's appointment may be terminated by the Managing Agent (on the one hand) or by the mutual agreement of UNFPA and the host Government on thirty (30) days' written notice to the other party, subject to the continuance in force of paragraph 5 below for the purpose therein stated. In the event of such termination, the Parties shall agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.
5. Obligations assumed by the Parties under this Memorandum of Understanding shall survive the expiration or termination of this Memorandum of Understanding to the extent necessary to permit the orderly conclusion of the Joint Project and the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the Joint Project Account shall be used for a purpose mutually agreed upon by the Parties to this Memorandum of Understanding.

Article IX
Notices

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the Managing Agent by UNDP Resident

Representative, or his designated representative, and on behalf of a Participating UN Organization by the head of UNFPA Office in the Republic of Azerbaijan, or his designated representative.

2. Any notice or request required or permitted to be given or made in this Memorandum of Understanding shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable or telex to the party to which it is required to be given or made, at such party's address specified in ANNEX C to this Memorandum of Understanding or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

Article X
Entry into force

This Memorandum of Understanding shall enter into force upon signature by authorized officials of the Parties and shall continue in full force and effect until it is expired or terminated.

Article XI
Settlement of disputes

The Parties shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Memorandum of Understanding or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, shall be resolved through consultation between the Executive Heads of each of the Participating UN Organizations.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have signed this Memorandum of Understanding in the English in 2 copies.

For UNDP

Signature: BAKHO O. LOUEZAI

Name: BAKHO LOUEZAI

Title: UNDP RES REP

Place: Baku

Date: 23/07/08

For UNFPA

Signature: Peer Sieben

Name: Peer Sieben

Title: UNFPA Country Director

Place: Ankara, Turkey

Date: 24/08/09

ANNEX A: Joint Project Document Extract – Budget

JP Outcome	UN agency	Activities	TIME FRAME				Implementing Partner	PLANNED BUDGET		
			Q1	Q2	Q3	Q4		Source of Funds	Budget Description	Amount
JP Output 1:										
OUTPUT 1										
Increasing capacity of the CSC staff to address gender issues through gender training and gender awareness raising.		<p>1.1 Conduct the revision of the internal operational procedures of the CSC, to ensure gender mainstreaming in its activities, including review of the current procedures for competitive civil service entrance exams in order to encourage the equitable representation of female candidates by giving preferences to women in the case of equal merit vis-à-vis male candidates in areas where women are under-represented</p> <p>1.2 Incorporation of sex-disaggregated statistical indicators into CSC reporting and HR analysis for further actions on gender mainstreaming</p> <p>1.3 Development of training package "Gender Equality in Civil Service: practical application and mainstreaming policy" that would include the concrete steps for elimination of gender disparities in recruitment and promotion of staff; incorporation of family-friendly working arrangements and promotion of work-life balance; ensuring implementation of policy of harassment and sexual harassment in accordance with the law "On guarantees of gender equality".</p> <p>1.4 Delivery of Training of Trainers by national consultant for CSC staff (15 persons) and then by Trainer to 20 state agencies HRs.</p> <p>1.5 Conduction of awareness -raising activities among HR managers of the State Agencies on existing national mechanisms of gender equality, including Gender Equality Law</p> <p>1.6 Development or adaptation of an existing international best practice online course in gender awareness, with a clear focus on providing equal opportunities in recruitment and post the course on the Commission's website.</p>	CSC				UNDP	Local consultants	3,000	
								UNDP	Local consultants	1,000
								UNFPA	Local consultants	8,000
JP Output 2:										
OUTPUT 2										
Mainstreaming gender into national legislation related to the civil service		<p>2.1 Conduction of legislative review related to the civil service with the view to insuring gender mainstreaming and proposes advocacy actions to promote endorsement of recommendations.</p>	CSC				UNFPA	Local consultants	4,000	
Total Planned Budget										
Total UNDP									30,000	
Total UNFPA									15,000	
(out of which 981 USD will be 7% of GMS)									15,000	

P.S.
BSP

ANNEX B: Schedule of payments

1. UNFPA shall place at the disposal of UNDP the contribution of USD 15,000,
2. UNFPA shall, in accordance with the schedule of payments set out below, deposit the contribution through GLJV to the following Atlas budget chartfields:

BU: AZE10
Project ID: 00071845
Fund: 30000
Donor: 00031
Implementing Agent: 000616
Activity: 3

Date of payment due	Amount (USD)
First week of August 2009	15,000

ANNEX C

NOTICES

For UNDP:

Name: Mr. Bruno Pouezat

Title: UNDP Resident Representative

Address: 3, UN 50-th Anniversary str.

Telephone: (994 12) 498 98 88

Facsimile: (994 12) 498 32 35

Electronic mail: bruno.pouezat@undp.org

For UNFPA:

Name: Dr. Peer Sieben

Title: UNFPA Representative in Turkey
Country Director for Armenia,
Azerbaijan and Georgia

Address: Birlik Mahallesi, 2. Cadde No: 11; Cankaya

Telephone: 90 312 496 14 79; 90 312 496 14 81

Facsimile: 90-312-496-1485

Electronic mail: peer.sieben@un.org.tr

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