



Office of the Resident Coordinator

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**MEMORANDUM OF UNDERSTANDING**  
**concerning the**  
**PROVISION AND USE OF COMMON SERVICES**  
**by the**  
**United Nations Offices, Programmes and Funds, and Specialized**  
**Agencies In BOTSWANA**

WHEREAS a joint initiative has been established by the organizations of the United Nations system to achieve economies of scale by improving cost-effectiveness in the provision of services which are for the mutual benefit of two or more UN Offices, Programmes and Funds, and Specialized Agencies in a programme country;

WHEREAS the joint initiative (hereinafter the "Common Services" or the "CS") was established in accordance with the Secretary-General's call for greater UN harmonization at the Country Office level and the decision of the UNDG Executive Committee (ExCom) to launch a programme for the global expansion of common services, as set out in the letter dated 17 May 2004 and signed by the heads of ExComm agencies;

WHEREAS the planning, implementation and management of Common Services arrangements shall be governed by the above-referenced Secretary-General's request, and the decision of the ExComm, and that they will consistently be taken into consideration in evaluating the Common Services arrangements;

WHEREAS the United Nations Offices, Programmes and Funds and specialized agencies in BOTSWANA are signatories to this Memorandum of Understanding (hereinafter the "Parties") seek to establish the terms and conditions under which ~~Common Services would be provided in the country;~~

NOW THEREFORE, the Parties hereby agree as follows:

**1.0**      **PURPOSE**

- 1.1      This Memorandum of Understanding (hereinafter referred to as the "MOU") shall establish the terms and conditions governing the provision of the Common Services set out in Annex A by UNDP (hereinafter referred to as "the Managing"), for the other Parties to this MOU (hereinafter referred to as "the Service Users").

- 1.2 This MOU shall govern the implementation, the management, the funding commitments and the transactions concerning the Common Services set out in Annex A.

## 2.0 SCOPE

- 2.1 The Common Services shall be available to the Service Users only. The Common Services shall not be available to the UN Offices, Programmes and Funds and Specialized Agencies that are not Parties to this MOU, notwithstanding that they may be represented in the UN Country Team and Operations Management Team, referred to in sections 4.1 and 4.2 below.
- 2.2 The implementation of this MOU is subject to the demand for and the availability of the Common Services, as well as the availability of the requisite funding and related resources.

## 3.0 EFFECTIVE DATE AND PERIOD OF THE MOU

This MOU shall be effective upon the date of signature by the Parties and shall remain in effect until it is terminated by one or more Parties in accordance with Section 9.0 below.

## 4.0 MANAGEMENT STRUCTURE

The management structure for the CS arrangements under this MOU and the accountability and roles hereunder shall be as follows. In addition to the provisions of this section 4.0, the responsibilities of the Parties under this MOU are also set out in sections 5.0 to 7.0 below.

- 4.1 The UN Country Team (UNCT) consists of the Resident Coordinator (RC) ~~as the Chairperson and, as the Members,~~ the Heads of the UN Offices, Programmes, Funds and specialized agencies operating in Botswana. The UNCT is the final decision-making body with respect to the CS arrangements.
- 4.2 The Operations Management Team (OMT) consists of the heads of administrative operations of the UN Offices, Programmes, Funds and Specialized Agencies operating in the above-named country. The OMT, under the guidance of the Resident Coordinator and the representatives of the Parties, is the oversight and management body of the CS arrangements. Its terms of reference include:
- Development of the CS annual work plans;
  - Review and approval of the related budgets;
  - Determination of the appropriate executing modality for the Common Services set out in Annex A (such as outsourcing);
  - Periodic review of the status of implementation of the annual work plans; and of the financial statements;

- Review and evaluation of the performance of the Service Provider/Manager, based on the performance criteria set out in Annex A hereto.
- 4.3 The Managing Agency is the UNDP, referred to in section 1.1 above, that will provide the Common Services set out in Annex A hereto, either directly or through outsourcing. Its terms of reference include:
- Provision of the CS set out in Annex A to this MOU in accordance with its organizational policies, procedures, rules and regulations;
  - Submission of the proposals and reports to Service Users in accordance with the terms set out in this MOU;
  - Ensuring that sufficient support personnel, property, equipment, logistical resources and managerial oversight are planned and provided for the CS set out in Annex A.
  - Provision to the Service Users of regular maintenance reports on any shared equipment, where applicable, and of any replacement needs and related costs.
- 4.4 The Service Users are UNFPA, UNHCR, UNDSS, UNAIDS, FAO and GEF operating in BOTSWANA and Parties to this MOU.

## 5.0 FINANCIAL STRUCTURE

- 5.1 The costs of the CS to be provided by the Service Provider/Manager shall be calculated, established and apportioned in accordance with the cost-sharing methodology set out in Annex A.
- 5.2 The financial period for the purpose of both the proposed utilization of resources and the incurring of and accounting for the costs of the CS shall consist of one calendar year.
- 5.3 The OMT shall finalize and approve the budget for the next financial period no later than 15 December of the preceding calendar year. The proposed annual budget and cost apportionment shall be prepared by the Service Provider/Manager and shall be submitted to the OMT for review no later than the end of November of each calendar year.
- 5.4 The budget proposal shall set out the proposed expenditures by line item and contain the following information:
- The current year's approved budget;
  - Projected final expenditures for the current year;
  - Proposed budget for the next year;
  - Proposed apportionment and contributions of the Service Users to the proposed budget.

- Proposed schedule setting out the payment dates by which the Service Users shall meet their financial obligations.
- 5.5 The budget proposal for the first year when approved by all Service Users shall be incorporated as an Annex to this MOU and shall come into effect as of 1 January of the calendar year to which it refers. Subsequent budget proposals are to be drafted by the OMT and approved by the UNCT.
- 5.6 Expenditures not provided for in the approved budget shall require the prior written approval of the OMT.

## **6.0 FINANCIAL REPORTING**

- 6.1 The Service Provider/Manager shall provide the Service Users with financial statements reflecting the incurred expenditures and payments received from the Service Users.
- 6.2 The financial statements shall be provided twice a year at a minimum, namely for the six months ending on 30 June and for the twelve months ending on 31 December. The statements shall be submitted to all Service Users no later than the 15<sup>th</sup> of the second month following the respective closing dates, i.e. 15 August for the 30 June statements, and 15 February for the 31 December statements.
- 6.3 The financial statements shall include:
- Income and Expenditure Account as at the end date of the period.
  - Expenditure Statement setting out, by line item, the approved budget, the disbursements to date and the obligations for the ~~remaining period of the financial period;~~
  - Statement of contributions due and received from the Service Users;
  - List of CS Assets.
- 6.4 The financial statements will include the signatures of the Service Provider/Manager's finance officer and head of administrative operations as confirmation of the accuracy of those statements.

## **7.0 RESPONSIBILITIES OF THE PARTIES**

- 7.1 The implementation of the CS arrangements set out in this MOU shall be governed by the defined responsibilities, the principle of full accountability and transparency, appropriate internal management controls, and the specified oversight mechanisms.

- 7.2 The Service Provider/Manager shall provide the Service Users with the Common Services set out in Annex A hereto, in accordance with the Minimum Performance Standards set out in Annex A.
- 7.3 The Service Users shall discharge all financial obligations under this MOU, including those pertaining to advances, capital assets referred to in section 7.4 below, contributions and payments for the CS, as well as other forms of joint financing which may be required to operationalize the CS, whether up-front or based on periodic billings, in accordance with the schedules and procedures requested by the Service Provider/Manager and approved by the OMT upon the agreed criteria.
- 7.4 The Service Users may be required to contribute to the procurement of capital assets required to establish specified Common Services. The amount of each Service User's contribution shall be decided by the OMT.
- 7.5 UN Offices, Programmes, Funds and Specialized Agencies that become Service Users subsequent to the entry into force of this MOU shall contribute to the cost of the CS capital assets in accordance with the assessment decided by the OMT.
- 7.6 None of the Service Users shall be liable for the acts or omissions of the Service Provider/Manager or its personnel, or of persons performing services on its behalf, except in regard to any contributory acts or omissions of the other Service Users.
- 7.7 With respect to such contributory acts or omissions of the Service Users, the resulting liability shall be apportioned among them or any one of them to the extent of such contributory acts or omissions, or as may otherwise be agreed.

## 8.0 **PERIODIC REVIEWS AND MONITORING**

- 8.1 The Common Services arrangements are subject to review at any time upon agreement of not less than half of the Service Users. At a minimum, one review shall take place each calendar year.
- 8.2 The purpose of the review is to conduct a critical assessment of the quality and effectiveness of the delivery of the CS arrangement; and to make recommendations on the measures for improvement.
- 8.3 Such review may include:
- Review of the Minimum Performance Standards set out in Annex A including the extent of compliance by the Service Provider/Manager in meeting those standards;

- Revisions to the procedural, budgetary and/or reimbursement arrangements; and
- Determination of the need for the continuation, modification or termination of one or more Common Services and of the implications on the CS contractual arrangements with 3<sup>rd</sup> Parties.

8.4 The CS arrangements shall be monitored by the OMT under the guidance of the Resident Coordinator. Such monitoring applies to when the Lead Agency itself is the actual Service Provider, or when it is managing the Service Provider.

## **9.0 AMENDMENTS, TERMINATION AND WITHDRAWAL**

9.1 This MOU may be amended by mutual agreement of the Parties in writing, which shall be set out as an Annex hereto and incorporated as an integral part of this MOU. Such Annexes shall be signed by the Parties and shall enter into effect as of the date of signature by all the Parties.

9.2 This MOU may be terminated in accordance with the following procedures:

9.2.1 By the Service Provider/Manager, with written notice of not less than six (6) months to the Service Users, subject to section 9.5 below.

9.2.2 By mutual agreement of the Service Users, if they decide to terminate the appointment of the Service Provider/Manager, with written notice of not less than six (6) months to the Service Provider/Manager, subject to section 9.5 below.

9.2.3. By mutual agreement of the Parties, subject to section 9.5 below.

9.3 A Service User may withdraw from this MOU, with written notice of not less than six (6) months to the Service Provider/Manager and the other Service Users, subject to section 9.5 below. If the six (6) month minimum notice is not given, the withdrawing Service User shall continue to be responsible for its obligations under this MOU for a period of six months from the date that the notice of withdrawal was given to the Service Provider/Manager and the other Service Users, unless otherwise agreed to by the OMT.

9.4 In the event the remaining Service Users are unable to absorb the obligations of the withdrawing Service User, the CS arrangements set out in Annex A shall be re-considered in accordance with that service/s' provisions/contractual arrangements. The Parties shall

also agree on their respective responsibilities resulting from the withdrawal, including sharing of responsibilities under the contractual arrangements made by the Service Provider/Manager with a third party, as applicable.

- 9.5 Should this MOU be terminated in accordance with the provisions of this section 9.2, the Parties shall agree on the required actions to permit the orderly and prompt conclusion of the activities, including the settlement of accounts between the Parties. The Parties shall also agree on their respective responsibilities resulting from the termination, including sharing of responsibilities under the contractual arrangements made by the Service Provider/Manager with a third party, as applicable.

#### **10.0. OWNERSHIP, RECORDING AND DISPOSITION OF ASSETS**

- 10.1 All assets, including equipment, acquired for the purposes of the CS arrangements shall be recorded as such by the Service Provider/Manager, in that Agency's asset inventory records. In addition to the Service Provider/Manager, the Service Users shall retain part ownership of such assets in proportion to their financial contributions as determined by the OMT.
- 10.2 Disposal of the assets requires the prior written approval of the OMT.
- 10.3 Any proceeds from the sale of the assets, including equipment, shall be shared by the "Parties", if the Service Provider/Manager also pays for the assets, in proportion to their contribution at the time of procurement.
- 10.4 The Service Users that withdraw from the CS arrangements set out in this MOU in accordance with section 9.3 above, [even with the proscribed notice period,] shall not be reimbursed for their contribution to the purchase of the assets at the time of their withdrawal until the disposal of the assets takes place.
- 10.5 The assets shall be managed by the Service Provider/Manager in accordance with its rules, regulations, policies and procedures.

#### **11.0 Notices**

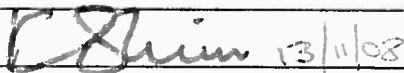

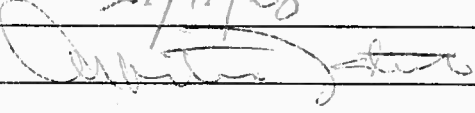
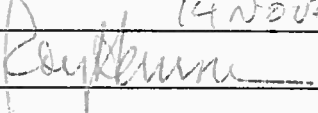

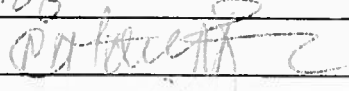
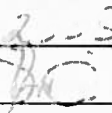
- 11.1 All communications regarding this MOU shall be in writing and/or reflected in official UNCT/OMT meeting minutes.
- 11.2 A copy of this MOU, and any pertinent correspondence, amendments and/or other transactions pertaining to this MOU shall be provided to the Parties, the UN Resident Coordinator and the OMT in the country.

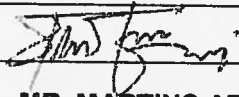
## **12.0 SETTLEMENT OF DISPUTES**

- 12.1 Any relevant matter for which no provision is made in this MOU, and any controversy, claim or dispute regarding the interpretation or application of this MOU shall be settled by negotiations between and/or among the Parties concerned.
- 12.2 Any controversy, claim or disputes that cannot be resolved by negotiations shall be referred to the OMT and, if necessary, to the UNCT. In the event that the OMT and the UNCT cannot resolve the controversy, claim or dispute within sixty (60) days from the date on which it has been referred to OMT and UNCT, any Party may request that the controversy, claim or dispute be resolved through consultation between the Executive Heads of each Party.
- 12.3 In the event that the Executive Heads of the Parties fail to amicably resolve such controversy, claim or dispute, any Party may refer the controversy, claim or dispute to arbitration in accordance with the UNICITRAL Arbitration Rules. The Parties concerned shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of such controversy, claim or dispute. The expenses of the arbitration shall be borne equally by the Parties concerned. The foregoing does not apply where the controversy, claim or dispute is solely amongst Parties falling under the administrative authority of the Secretary-General, in which case, the controversy, claim or dispute shall be submitted to the Secretary-General for final resolution.



IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have signed this Memorandum of Understanding in the English in seven (7) copies.

ORC/ UNDP	Signature:	
	Name:	<b>MS. KHIN SANDI LWIN</b>
	Designation:	<b>UN RESIDENT COORDINATOR/UNDP RESIDENT REPRESENTATIVE</b>
	Date:	
UNDP	Signature:	
	Name:	<b>MR. REBONYEBATHO MOANENG</b>
	Designation:	<b>ACTING DEPUTY RESIDENT REPRESENTATIVE</b>
	Date:	21/11/08
UNFPA	Signature:	
	Name:	<b>MS. ARGENTINA MATAVEL</b>
	Designation:	<b>REPRESENTATIVE</b>
	Date:	14 November 2008
UNHCR	Signature:	
	Name:	<b>MR. ROY HERMANN</b>
	Designation:	<b>CHIEF OF MISSION</b>
	Date:	13/11/08
UNAIDS	Signature:	
	Name:	<b>DR. EVARISTO MAROWA</b>
	Designation:	<b>COUNTRY COORDINATOR</b>
	Date:	18/11/2008
FAO	Signature:	
	Name:	<b>MR. DAVID TIBE</b>
	Designation:	<b>ASSISTANT REPRESENTATIVE</b>
	Date:	12-11-08
OPS/GEF	Signature:	
	Name:	<b>MS. ELSIE MVIMI</b>
	Designation:	<b>NATIONAL COORDINATOR</b>
	Date:	

<b>UNDSS</b>	Signature:	
	Name:	<b>MR. MARTINS APRAKU-KUSI</b>
	Designation:	<b>SECURITY ADVISER, a.i.</b>
	Date:	<b>03-12-2008</b>

**ANNEX A – COMMON SERVICE DETAILS<sup>1</sup>**

<b>Common Service No. 1:</b>	<b><i>[RENTAL OF PREMISES]</i></b>		
<b>Nature of Common Service:</b>	<input type="checkbox"/> In-House	<input checked="" type="checkbox"/> Outsourced	
<b>Cost-Sharing Methodology:</b>	<input checked="" type="checkbox"/> Per space occupied	<input type="checkbox"/> Per number of staff	<input type="checkbox"/> Other
	Other: <i>[describe]</i>		
<b>Service Provider/Manager</b>	<b><i>WOODSTOCK HOLDINGS PTY LTD.</i></b>		
<b>Participating Service Users</b>	<b><i>UNDP, UNFPA, UNHCR, UNAIDS, UNDSS, FAO, GEF</i></b>		
<b>Minimum Performance Standards</b>	<b><i>Improved United Nations System image</i></b>		

<sup>1</sup> This Annex should be tailored to the specific Common Service and shall be copied for each Common Service.

<b>Common Service No. 2</b>	<b>SECURITY</b>		
Nature of Common Service:	<input type="checkbox"/> In-House	<input checked="" type="checkbox"/> Outsourced	
Cost-Sharing Methodology:	<input checked="" type="checkbox"/> Per space occupied	<input type="checkbox"/> Per number of staff	<input type="checkbox"/> Other
	Other: <i>[describe]</i>		
Service Provider/Manager	<b>SHIELD SECURITY</b>		
Participating Service Users	<b>UNDP, UNFPA UNHCR, UNAIDS, UNDSS, FAO, GEF</b>		
Minimum Performance Standards	<i>Safe, secure work environment</i>		

<b>Common Service No. 3</b>	<b>CLEANING</b>		
Nature of Common Service:	<input type="checkbox"/> In-House	<input checked="" type="checkbox"/> Outsourced	
Cost-Sharing Methodology:	<input checked="" type="checkbox"/> Per space occupied	<input type="checkbox"/> Per number of staff	<input type="checkbox"/> Other
	Other: <i>[describe]</i>		
Service Provider/Manager	<b>PS CLEANING</b>		
Participating Service Users	<b>UNDP, UNFPA, UNHCR, UNAIDS, UNDSS, FAO, GEF</b>		
Minimum Performance Standards	<i>Enhanced and Conducive working environment</i>		