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

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 Comoros which 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 Service Provider/Manager"), 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,

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 3rd 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.

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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.

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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

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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 [*include the number of signatories*] copies.

UNDP

Signature: _____
Name: LEO HEILEMAN
Designation: RESIDENT REPRESENTATIVE
Date: 01/04/2015

UNICEF

Signature: _____
Name: PIERRE NGOM
Designation: Représentant
Date: 23/03/15

UNFPA

Signature: _____
Name: MAMADOU DIALLO
Designation: Directeur Pays
Date: 03/04/2015

WHO

Signature: _____
Name: SOARES SILVA REGINA
Designation: Representante OMS
Date: 25/3/15

IMF

Signature: _____
Name: Michel BUA
Designation: Resident Representative
Date: 5/05/2015

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ANNEX A – COMMON SERVICE DETAILS[1]

Common Service No. 1:	***Maintenance of Common Premises***		
Nature of Common Service:	☐ In-House	☐ Outsourced	
Cost-Sharing Methodology: [*Does this provide sufficient detail on cost-sharing arrangements?*]	☐ Per space occupied	☐ Per number of staff	☐ Other
	Other: *[describe]*		
Service Provider/Manager	*UNDP*		
Participating Service Users	*All the signatories of the MOU will participate*		
Minimum Performance Standards	*Economies of scale and gain on time*		

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Common Service No. 1:	***Dispensary***		
Nature of Common Service:	☐ In-House	☐ Outsourced	
Cost-Sharing Methodology: [*Does this provide sufficient detail on cost-sharing arrangements?*]	☐ Per space occupied	☐ Per number of staff	☐ Other
	Other: *[describe]*		
Service Provider/Manager	*UNDP*		
Participating Service Users	*All the signatories of the MOU will participate*		
Minimum Performance Standards	*Staff welfare is improved*		

2.5 D

Common Service No. 1:	***Security***		
Nature of Common Service:	☐ In-House	☐ Outsourced	
Cost-Sharing Methodology: [*Does this provide sufficient detail on cost-sharing arrangements?*]	☐ Per space occupied	☐ Per number of staff	☐ Other
	Other: *[describe]*		
Service Provider/Manager	*UNDP*		
Participating Service Users	*All the signatories of the MOU will participate*		
Minimum Performance Standards	*Staff security is improved*		

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Common Service No. 1:	***Staff***		
Nature of Common Service:	☐ In-House	☐ Outsourced	
Cost-Sharing Methodology: [*Does this provide sufficient detail on cost-sharing arrangements?*]	☐ Per space occupied	☐ Per number of staff	☐ Other
	Other: *[describe]*		
Service Provider/Manager	*UNDP*		
Participating Service Users	*All the signatories of the MOU will participate*		
Minimum Performance Standards	*Management of Common Services is efficient and transparent.*		

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Common Service No. 1:	***LTA VOYAGE***		
Nature of Common Service:	☐ In-House	☐ Outsourced	
Cost-Sharing Methodology: [*Does this provide sufficient detail on cost-sharing arrangements?*]	☐ Per space occupied	☐ Per number of staff	☐ Other
	Other: *[describe]*		
Service Provider/Manager	*UNDP*		
Participating Service Users	*All the signatories of the MOU will participate*		
Minimum Performance Standards	*Travel services are improved*		

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