

**Memorandum of Understanding**  
between  
UNDP and UNFPA  
for pooled fund management for the  
Joint Programme on Data for Development  
2013 - 2016 (SPCF Outcome 4)

**WHEREAS**, UNDP, UNICEF and UNFPA (hereinafter referred to collectively as the “Participating UN Agencies”) have developed a joint programme (hereinafter referred to as the “Joint Programme”) as part of their respective development cooperation with the Government of the State of Eritrea, as more fully described in the detailed document entitled **Joint Programme on Data for Development** dated 14 June 2013 (hereinafter referred to as the “Joint Programme Document”), and have agreed to establish a coordination mechanism (hereinafter referred to as the “Data for Development JP Steering Committee”)<sup>1</sup> to facilitate the effective and efficient collaboration between the Participating UN Agencies and the host Government for the implementation of the Joint Programme;

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

**WHEREAS**, UNDP and UNFPA have further agreed that they will pool their existing or otherwise mobilized Regular and/or Other Resources for the Joint Programme and put such resources under management and administration by the Managing Agent for supporting the national partner in the implementation of the Joint Programme.

**WHEREAS**, the Participating UN Agencies and the national partner have further agreed that UNFPA (which is also a Participating UN Agency) will be 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 Programme, and UNFPA has agreed to do so in accordance with this Memorandum of Understanding (MoU).

**NOW, THEREFORE**, the UNFPA and UNDP hereby agree as follows:

**Article I - Appointment of Managing Agent, its Status and Duties**

1. The Participating UN Agencies hereby appoint UNFPA 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 Programme activities set out in the Joint Programme Document. The MA accepts this appointment and assumes full programmatic responsibility and financial accountability for the funds transferred to it by the Participating UN Agencies. This appointment shall continue until it terminates, or is terminated, in accordance with Article VII below.

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<sup>1</sup> The Composition of the Joint Programme Steering Committee or other body shall include all of the signatories to the Joint Programme Document. The Steering Committee may also have other members in an observer capacity, such as donors and other stakeholders.

2. The MA shall perform the following duties: (a) disburse funds and supplies in a timely manner; (b) coordinate technical inputs by all Participating UN Agencies; (c) follow-up with the (sub-) national partner on implementation; (d) be accountable for narrative and financial reporting to the joint programme coordination mechanism; (e) perform such other activities as the Participating UN Agencies and the MA may agree in writing.

3. In discharging its obligations under this MoU, the MA shall have the status of an independent contractor and shall not be considered as an agent of the Participating UN Agencies or any of them and, thus, its personnel shall not be considered as staff members or personnel of any of them. Without restricting the generality of the preceding sentence, none of the Participating UN Agencies shall be liable for the acts or omissions of the MA or its personnel, or of persons performing services on its behalf, to the extent that the Participating UN Agencies or any one of them have not contributed to such acts or omissions of the MA resulting in such liability. In the case of any contributory acts or omissions of the Participating UN Agencies, the resulting liability shall be apportioned among them or any one of them.

### **Article II - Financial Matters**

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

5. The MA 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 MoU (hereinafter, the "Joint Programme Account"). The Joint Programme Account shall be administered by the MA in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Joint Programme 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 MA. The audit conducted by the MA's internal and/or external auditors shall be considered acceptable to the Participating UN Agencies.

6. The Participating UN Agencies shall transfer funds to the MA through wire transfer. When making a transfer to the MA, each Participating UN Agency will notify the MA'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 Agency in respect of the joint programme in Eritrea pursuant to this MoU, for deposit to the Joint Programme Account.

7. The MA shall not be required to commence or continue activities in connection with the Joint Programme if a scheduled contribution from a Participating UN Agency has not been paid.

8. The funds in the Joint Programme 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 seven percent (7%) of the contribution of each Participating UN Organization towards the Managing Agent's indirect costs until 31 December 2013 and eight percent (8%) starting from 1 January 2014.

### **Article III - Activities of the Managing Agent**

9. The MA shall support the national partner in the management of the Joint Programme activities contemplated in the Joint Programme Annual Work Plan 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.

10. Any modifications to the Joint Programme activities set out in the Joint Programme Annual Work Plan, including as to their nature, content, sequencing or the duration thereof, shall be subject to mutual agreement in writing between the Participating UN Agencies and the MA, following approval of the Data for Development Programme Steering Committee. Any change in the budget for the Joint Programme set out in the Joint Programme Annual Work Plan shall be subject to mutual agreement in writing between all parties to the Joint Programme Document.

11. Where the MA wishes to support the implementation of the Joint Programme 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 Agency shall be responsible for doing so.

#### **Article IV - Reporting**

12. The MA shall provide the Data for Development Programme 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 programme document. The narrative and financial reports will be submitted to the contributing UN agencies and the implementing partner. In line with the principle that there should be only one mid-year and annual report for the whole Joint Programme on Data for Development, the MA will provide the mid-year and annual narrative and financial reports. The reporting arrangements are recommended to be:

- a. Narrative progress reports for each six-month period, to be provided no later than 30 days after the end of the applicable reporting period;
- b. Interim, locally-produced, financial reports with respect to the Joint Programme Account, to be provided no later than 30 days after the end of the applicable reporting period;
- c. A final narrative report and uncertified financial report, to be provided no later than 4 months after the completion of the Joint Programme; and
- d. A final certified financial statement, to be provided no later than 30 June following year in which the Programme was financially completed.

13. Apart from the reports set further above, no other reports will be provided by the MA to the Participating UN Agencies or to the other contributors (if any) to the Joint Programme Account.

#### **Article V - Other Contributors to Support the Joint Programme**

14. Where a funding gap exists over and above the commitments made by Participating UN Agencies, the MA can engage in resource mobilization for the additional necessary funds. Donors would normally be expected to contribute to the Joint Programme through the MA. The MA would inform the Participating UN Agencies of any such contributions through the Programme Steering Committee.

15. In cases where a Participating UN Agency commits existing or otherwise mobilized other resources to the Joint Programme, the agreement between the Participating UN Agency concerned, and the donor would govern the said contribution.

Article VI  
Monitoring and Evaluation

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

**Article VI - Communication**

17. Upon consultation with the Participating UN Agencies, the MA shall take appropriate measures to publicize the Joint Programme as a joint programme of all the Participating UN Agencies. Information given to the press, to the beneficiaries of the Joint Programme, all related publicity material, official notices, reports and publications, shall acknowledge the role of the host Government, the MA, all Participating UN Agencies and the other contributors (if any) to the Joint Programme Account.

**Article VII - Expiration, Modification and Termination of the Agreement**

18. This MoU shall expire upon completion of the Joint Programme, subject to the continuance in force of paragraph 25 below for the purposes therein stated.

19. This MoU may be modified only by written agreement between the Participating UN Agencies.

20. Any of the Participating UN Agencies may withdraw from this MoU upon giving thirty (30) days' written notice to all other parties to this MoU that it has given notice, in accordance with the Joint Programme Document, of its withdrawal from the Joint Programme. In the event of any such withdrawal, the withdrawing Participating UN Agency shall only be eligible for a refund on contributions provided hereunder which have not yet been committed and/or disbursed.

21. The MA's appointment may be terminated by the MA (on the one hand) or by the mutual agreement of all Participating UN Agencies and the host government (on the other) on thirty (30) days' written notice to the other party, subject to the continuance in force of paragraph 25 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.

22. Obligations assumed by the Participating UN Agencies under this MoU shall survive the expiration or termination of this MoU to the extent necessary to permit the orderly conclusion of the Joint Programme and the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Participating UN Agencies hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the Joint Programme Account shall be used for a purpose mutually agreed upon in this MoU.

**Article VIII - Notices**

23. Any action required or permitted to be taken under this MoU may be taken on behalf of the MA by the UNFPA Representative in Eritrea, and on behalf of a Participating UN Agency, by the head of office in Eritrea, or her/his designated representative.

24. Any notice or request required or permitted to be given or made in this MoU 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 MoU or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

**Article IX - Entry into force**

25. This MoU shall enter into force upon signature by authorized officials of the Participating UN Agencies and shall continue in full force and effect until it is expired or terminated.

**Article X - Settlement of disputes**

26. The Participating UN Agencies shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this MoU 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 Agencies and of the MA.

**IN WITNESS WHEREOF**, the undersigned, duly authorized representatives of the respective Participating UN Agencies, have signed this MoU in ~~two~~ copies.

**For UNFPA as Managing Agent**

**Signature:** 

**Name:** Ms Christitne N. Umutoni

**Title:** UN RC/HC, UNFPA Representative a.i

**Place:** Asmara

**Date:** 26/07/2013



**For UNDP**

**Signature:** 

**Name:** Ms Christitne N. Umutoni

**Title:** UN RC/HC, UNDP Resident-Representative

**Place:** Asmara

**Date:**



ANNEX A: Joint Programme Document Extract

Given that UNFPA is the UN Managing Agency for the Joint Programme on Data for Development, the Data for Development PCMM will be co-chaired by NSO and UNFPA and its participation expanded in order to allow this forum to also function as the SPCF Gender Thematic Group meeting. The detailed revised Annual Work Plan is attached for reference.

ANNEX B: Schedule of payments

**Schedule of Payments**

This schedule may be amended as agreed in writing between the contributing UN agencies to take into account the progress of the Project. If payments are not received in accordance with the below-mentioned schedule, Project activities may be reduced, modified or suspended by UNFPA.

Payments shall be made in accordance with the following schedule:

<b>Date UN</b>	<b>Contributions</b>				<b>Total</b>
	<b>2013 15 July</b>	<b>2014 15 January</b>	<b>2015 15 January</b>	<b>2016 15 January</b>	
UNDP	100,000.00	200,000.00	100,000.00	100,000.00	<b>500,000.00</b>
UNFPA	90,000.00	110,000.00	850,000.00	1,350,000.00	<b>2,400,000.00</b>
<b>Total</b>	<b>190,000.00</b>	<b>310,000.00</b>	<b>950,000.00</b>	<b>1,450,000.00</b>	<b>2,900,000.00</b>

Before each payment UNFPA will provide the contributing UN agencies with a memo requesting for payment to be made.