

AFRICAN UNION

الاتحاد الأفريقي



UNAMID



UNITED NATIONS

الأمم المتحدة


African Union-United Nations Hybrid Operation in Darfur

### Office of Legal Affairs

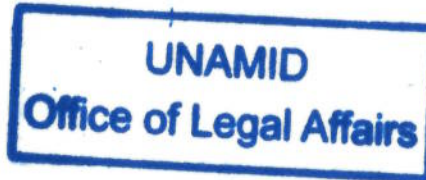
The attached copies of the MOU and its annexes signed between UNAMID and UNDP are certified to be true and reliable full copies from the original documents as signed on behalf of UNAMID and may be used for working purposes.

The original document is held by the UNAMID Office of Legal Affairs.

Best regards.

for  29 August 2019  
Manuel Calzada,

Chief Legal Officer



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**Memorandum of Understanding**

**Between**

**the United Nations**

**and**

**the United Nations Development Programme  
for the Implementation of the Joint State Liaison Functions mandated by the Security  
Council in S/RES/2479 (2019) and S/RES/2429 (2018) in support of the  
African Union-United Nations Hybrid Operation in Darfur**

**SUMMARY**

**Title:** Memorandum of Understanding between the United Nations and the United Nations Development Programme for the Implementation of the Joint State Liaison Functions (“SLFs”) in support of the African Union-United Nations Hybrid Operation in Darfur

**Timeframe:** 1 July 2019 – 31 December 2019

**Location:** North Darfur State, Sudan  
South Darfur State, Sudan  
East Darfur State, Sudan  
West Darfur State, Sudan

**Budget:** Not to exceed budget for programmatic activities: Five Million Nine Hundred Sixteen Thousand Nine Hundred and Forty One and Sixty Four United States Dollars (US\$ 5,916,941.64) <sup>1</sup>  
General Operating Expenses for State Liaison Functions Personnel: Two Hundred Ninety Nine Thousand Seven Hundred and Eighty Eight United States Dollars (US\$ 299,788.00)

**Parties:** United Nations, acting through the African Union-United Nations Hybrid Operation in Darfur (“UNAMID”)  
  
United Nations Development Programme (“UNDP”), acting through the UNDP Country Office in Khartoum, Sudan

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<sup>1</sup> Budget allocated to UNAMID for this programme during the period from 1 July 2019 to 31 December 2019.

**Nature of activities:** Implementation of programmatic activities in Khartoum, Sudan, and throughout Darfur, Sudan, in support of UNAMID's mandate and transition, as specified in S/RES/2429 (2018) and S/RES/2479 (2019), in the following Service areas in which UNAMID and UNDP have shared priorities (1) Resilience and Livelihoods/Durable Solutions; Immediate Service Delivery/Durable Solutions (3); Rule of Law; and (4) Human Rights

#### **ARTICLE I. DURATION OF MOU**

1. This MOU shall enter into force on the day it is signed by both Parties' authorized representatives (the "Effective Date") and shall remain in force until 31 December 2019, unless earlier terminated in accordance with Article XI, below.

#### **Article II. Objective**

2. In the context of UNAMID's transition and expected closure in June 2020, this MOU establishes the terms and conditions under which UNDP shall provide the services, as detailed in Annexes I, II and III in support of UNAMID's mandate in the priority areas of: (1) Resilience and Livelihoods/Durable Solutions; (3) Rule of Law; and (4) Human Rights (collectively, the "Services").
3. The Services shall be provided on a fully reimbursable basis in accordance with the financial arrangements set out in Articles V and VI, below.
4. The Services will be provided without prejudice to any other activities of UNAMID or UNDP in Sudan.

#### **ARTICLE III. COORDINATION**

5. The Parties shall each designate an official (the "UNAMID Coordinator" and the "(UNDP)" Coordinator", respectively) to act as designated points of contact for the purposes of this MOU.
6. Unless otherwise notified in writing, the UNAMID Coordinator shall be:  
Ms. Anita K. Gbeho. Deputy Joint Special Representative, UNAMID
7. Unless otherwise notified in writing, the UNDP Coordinator shall be:  
Selva Ramachandran, Resident Representative, UNDP
8. The Parties shall regularly coordinate and keep each other informed in respect of all aspects of the implementation of this MOU.

#### **ARTICLE IV. GENERAL RESPONSIBILITIES**

9. UNDP shall provide the Services in accordance with this MOU. In particular, UNDP shall carry out the four programmes set out in Annexes I and II and the projects contained therein.

10. With the exception of substantive personnel provided by UNAMID, the assignment of which will be at the sole discretion of UNAMID and the details of which are set out in detail in a letter of agreement concerning shared human resources attached hereto as Attachment A, UNDP shall provide qualified personnel for the performance of the Services UNDP shall ensure that such Services shall be provided with due care and diligence and in accordance with the highest professional standards.
11. Except as set out in Attachment A, UNDP shall be fully responsible for the management and administration of all personnel, including the payment of salaries, benefits and entitlements, and ensure that all personnel, including independent consultants and contractors, performing Services pursuant to this MOU are covered by appropriate medical insurance as well as workman's compensation or other appropriate service-incurred illness, injury or death compensation scheme. In no event shall the United Nations, including UNAMID, incur any responsibility for personnel entitlements, including separation or termination payments, or for any claim for illness, injury, death that may arise in connection with any personnel, save for those expressly provided for in Attachment A.
12. All privileges and immunities accorded to UNAMID personnel by the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (the "Convention") and the Agreement between the United Nations and the African Union and the Government of Sudan of 9 February 2008 (the "SOFA") shall apply to the UNAMID personnel assigned to UNDP in Attachment A.
13. All matters related to the privileges and immunities of the UNAMID personnel assigned to UNDP in Attachment A, whether provided under the Convention or the SOFA, shall be dealt with by the United Nations.
14. Visas and resident status of the UNAMID personnel assigned to UNDP in Attachment A shall be the responsibility of UNAMID, and UNAMID shall ensure that such personnel have the appropriate visas for their residence in Sudan.
15. Without prejudice to its obligations under this MOU, and provided that UNDP shall retain the overall responsibility and accountability for the implementation of the Services, UNDP may collaborate with other United Nations agencies, funds and programmes for the performance of the Services and may enter into appropriate arrangements, consistent with the internal administrative requirements of UNDP and in accordance with the provisions of this MOU, with a view to ensuring the implementation of the Services.
16. UNDP shall be responsible for the performance of the Services, including related financial and substantive reporting as required under the terms of this MOU.
17. UNDP shall use the funds provided to it under this MOU exclusively for the Services described in this MOU and shall ensure the funds are used in accordance with the purpose for which they are provided. UNDP shall not be required to initiate or continue implementation of the Services while any amounts due to it under this MOU are unpaid.

**ARTICLE V. FINANCIAL ARRANGEMENTS**

18. UNAMID shall pay to UNDP for programmatic funding the not-to-exceed (“NTE”) of US\$ 5,916,941.64 inclusive of 7 percent indirect programme support costs, in accordance with the present MOU.
19. In addition to the NTE set out in paragraph 18 above, UNAMID State Liaison Function Personnel (“SLFP”) will be embedded in UNDP to support the implementation of the activities listed in the MOU Annexes I, II and III. The responsibilities of the Parties concerning the arrangements of the embedded personnel, including the provision of separate funds by UNAMID to UNDP for the general operating expenses (“GOEs”) associated with the SLFP, are set out in Attachment A. As provided under the GOEs provision outlined in Attachment A to this MOU, UNAMID shall provide to UNDP the sum of US\$ 299,788.00 for the GOEs associated with the SLFP.
20. The Funds shall be paid to UNDP in accordance with the following schedule:

Instalment	Amount	Deadline
1	US\$ 4,733,553.31 (80% of programmatic funding)	US\$ 299,788.00 (GOEs associated with the SLFP) Within 10 working days of Effective Date
2	US\$ 1,183,388.33 (20% of programmatic funding)	Within 10 working days of the first substantive and financial report(s) as per Article VI below

21. The Funds shall be paid to the following UNDP designated bank account:

Bank: Citibank, N.A., 111 Wall Street, New York, NY 10043  
 ABA No: 02100089  
 SWIFT Code: CITIUS33  
 Account Number: 36349562  
 Account Name: UNDP Contributions Account  
 Beneficiary: UNDP  
 Currency: US Dollars

22. Upon making each transfer, UNAMID shall notify UNDP of the following: (a) the amount transferred; (b) the value date of the transfer; (c) reference number (if available) and (d) that the transfer is in accordance with this MOU.
23. Any unexpended Funds shall be returned by UNDP to the bank account designated by the United Nations by 31 March 2020 together with the final certified financial report as detailed in paragraph 27, to UNAMID bank account below:

Bank: Bank of Khartoum  
 SWIFT Code: BAKHSDKHXXX  
 Account Number: 1-840-211106-1015576-0  
 Account Name: African Union/United Nations Hybrid Operation in Darfur (UNAMID)  
 Currency: US Dollars

24. UNDP shall separately account under its Financial Regulations and Rules for the use and administration of the Funds received pursuant to this MOU and shall receive and administer the Funds in accordance with its regulations rules, policies and procedures.
25. UNDP shall not charge against the Funds financial expenditures incurred prior to the Effective Date.
26. The total indirect Programme Support Costs of UNDP shall not exceed 7% of actual expenditures incurred in the performance of the Services and are reflected in the NTE amount of **US\$ 5,916,941.64** as set out in paragraph 18.

**ARTICLE VI. REPORTING, AUDITS AND EVALUATIONS**

27. UNDP shall provide UNAMID with substantive and financial reports at the programme level per Service on the performance of the Services on a regular basis, as set out below:

Report	Deadline	Period covered
1	31 October 2019	1 July to 30 September 2019 (mid-point reports)
2	31 January 2020	1 July to 31 December 2019 (final comprehensive reports)

28. Each report shall provide a narrative substantive report and a financial report on the implementation of the Services and related outputs, achievements and financial accounts, to be prepared in accordance with requirements set out in this MOU. Subject to the satisfactory performance of the Services, these reports shall enable the Mission to disburse the second tranche of the NTE amount.
29. In addition to the requirements specified in paragraph 27, and with the purpose of obtaining approval of the UNAMID assessed budget from the United Nations General Assembly, UNAMID may request UNDP to provide financial and substantive updates on the implementation of Services.
30. UNDP shall submit to UNAMID, by no later than 31 January 2020, a final substantive and financial report accounting for the Services at the programme level. The final financial statement shall be certified by an authorized UNDP official and shall include details of all funds received, expended and/or refunded by UNDP to UNAMID pursuant to this MOU. The final certified financial report shall include (a) a summary page clearly indicating funds expended under each Service and (b) funds expended under general operating expenses in support of UNAMID staff covered under Attachment A. Such statement shall be retained by UNDP for an additional period of 3 years (i.e., until 31 December 2022), together with all supporting documentation relating to financial transactions under this MOU.
31. All financial reports shall outline the cost categories, based on the agreed cost plan, in the following categories:

Staff and Personnel  
Implementing Partner Supplies and Commodities  
Equipment, Vehicles and Facilities  
Contractual services  
Travel  
Direct Project costs  
Indirect Programme support costs (7%)  
Total expenditures

32. In case of deviation from the above list of categories and cost plan, a cover note shall explain the differences and the reasons thereof.
33. UNDP shall comply with its internal and external audit procedures as set out in its financial regulations and rules. If an internal or external audit report of UNDP contains qualified opinions or material weaknesses with respect to activities related to the Funds provided by UNAMID under this MOU, UNDP shall inform UNAMID promptly, and the Parties shall cooperate to rectify the identified issues.
34. When deemed necessary by UNAMID, and upon notification to UNDP the Parties may conduct on-site visits for the purpose of evaluating the implementation of the MOU, including the performance of the Services.

#### **ARTICLE VII. CONFIDENTIALITY**

35. The Parties shall ensure that all information provided or acquired by its personnel shall be kept confidential.

#### **ARTICLE VIII. CLAIMS AND LIABILITY**

36. The Parties shall each be responsible for dealing with any claims in respect of the death, injury or illness of their respective personnel or agents, and for the loss or damage to the property of their respective personnel or agents arising from or in connection with the implementation of this MOU, except to the extent that such death, injury or illness or loss or damage to property is caused by the gross negligence or willful misconduct of the other Party or its personnel or agents.
37. The Parties shall each be responsible for any damage to their respective property arising from or in connection with the implementation of this MOU except to the extent that such loss or damage to property is caused by the gross negligence or willful misconduct of the other Party or its personnel or agents.
38. The Parties shall each be responsible for claims brought by any third party arising from or in connection with their respective acts or omissions, or the acts or omissions of their respective personnel or agents.
39. The provisions under this Article shall survive the expiration or termination of this MOU.

#### **ARTICLE IX. NOTICES**

40. Any notice required to be given by either Party under this MOU shall be given in writing. Notices shall be deemed given when actually received by the other Party, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail as follows:

For UNAMID:

Anita K. Gbeho  
Deputy Joint Special Representative (DJSR) for UNAMID  
UNAMID HQ, Zalingei  
[+249-92-241-0001-gbehok@un.org](mailto:+249-92-241-0001-gbehok@un.org)

For UNDP:

Selva Ramachandran  
Resident Representative, UNDP  
UNDP Sudan, Gama'a Avenue, House 7, Block 5, Khartoum, Sudan  
[+249-187-121002-selva.ramachandran@undp.org](mailto:+249-187-121002-selva.ramachandran@undp.org)

#### **ARTICLE X. TERMINATION**

41. UNAMID shall be entitled to terminate this MOU forthwith in the event that UNAMID's mandate or funding in Sudan is curtailed or terminated.
42. The present MOU may be terminated by either Party for force majeure, in accordance with Article XI below.
43. Obligations assumed by the Parties under this MOU shall survive the expiration or termination of the MOU to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, and the settlement of all outstanding issues, accounts, claims, disputes and liabilities.

#### **ARTICLE XI. FORCE MAJEURE**

44. If at any time during the course of implementation of this MOU, it becomes impossible for either of the Parties to perform any of its obligations by reason of force majeure, that Party shall promptly notify the other in writing of the existence of such force majeure, whereupon the Party giving notice shall be relieved from such obligation. Upon receipt of such notice, the other Party may take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the right to suspend or terminate this MOU, upon seven (7) days' written notice.
45. The term force majeure used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force that is beyond the control and without the fault or negligence of either Party and which that Party is unable to overcome. The Parties acknowledge and agree that the Services to be provided pursuant to this MOU shall be provided in various locations in Sudan and that any delay or failure to perform such Services arising from or relating to harsh conditions or to any incident of



civil unrest occurring in such locations, shall not, in and of itself, constitute force majeure under this MOU.

**ARTICLE XII. SETTLEMENT OF DISPUTES**

46. The Parties, through the Joint Special Representative of the Secretary-General and Chairperson of the African Union Commission for UNAMID and the Administrator for UNDP, 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.

47. Should the Parties not be in a position to find a mutually acceptable solution after sixty (60) days from the date a Party has notified the other of the dispute and possible measures to rectify it, the matter shall be resolved through consultation between the Under-Secretary-General for Field Support and the Administrator of UNDP, and failing such resolution, the matter shall be resolved through consultation between the Secretary-General of the United Nations and the Administrator of UNDP

**ARTICLE XIII. MISCELLANEOUS PROVISIONS**


48. Amendments to this MOU shall be in writing and signed by the authorized representatives of the Parties.

49. Changes to the scope of Services, including extension(s) of the implementation of this MOU resulting from unforeseen circumstances, shall be subject to prior approval by the UN and amendment of this MOU in accordance with paragraph 48, above.

50. The Annexes to this MOU shall be an integral part of this MOU. In the event of any inconsistency between the provisions of this MOU and the Annexes, the provisions of this MOU shall prevail.

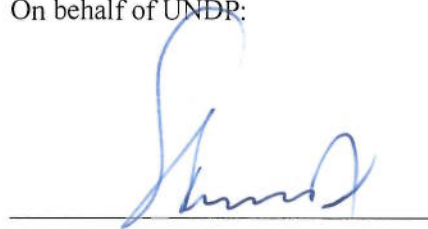
On behalf of the United Nations:



 Jeremiah N. Mamabolo  
Joint Special Representative,  
UNAMID

Date:

On behalf of UNDP:



Selva Ramachandran  
Resident Representative, UNDP

Date:

17.08.19

**INTER-ORGANIZATION AGREEMENT**

**between**

**THE AFRICAN UNION-UNITED NATIONS HYBRID OPERATION IN DARFUR**

**and**

**UNITED NATIONS DEVELOPMENT PROGRAMME**

**with respect to**

**UNAMID staff assigned to State Liaison Functions [SLFs]**

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Agreement between the African Union- United Nations Hybrid Operation in Darfur, hereinafter referred to as UNAMID, and the United Nations Development Programme, hereinafter referred to as UNDP is entered into this .....day of July 2019, to define the framework within which the staff members of UNAMID will be administered and perform their functions under the State Liaison Functions (SLFs) transition mechanism.

**Objective**

The present agreement sets out the terms and conditions covering the assignment of UNAMID staff members to UNDP with regard to its implementation of programmatic activities in line with the Security Council resolutions 2429 (2018) and 2479 (2019) and financing note of UNAMID's operation for a period of 6 months from 1 July 2019 to 31 December 2019. The agreement provides framework for the recruitment and administration of international and local staff on non-reimbursable arrangement to UNDP in the implementation of the State Liaison Functions.

**Duration**

It is agreed that personnel assigned to the SLFs shall assume responsibilities effective on 1 July 2019 and that the assignment will continue for initial period of six (6) months, with possibility of extension subject to continued need and agreement of all parties.

**Management of Personnel**

The general responsibilities of the Parties with regard to the management of personnel is set out in the Responsibility Matrix between UNAMID and UNDP attached hereto [Annex A(ii)].

Resources, including posts, authorized for the United Nations Secretariat are managed under the Organization's policies. This includes posts that will be assigned to the SLFs. The United Nations will contract staff assigned to the SLFs in accordance with its staff regulations and rules, and other related policies as follows:

*ATTACHMENT A: to SLF MOU between UNAMID and UNDP*

- a. Filling of vacant posts will be governed by the Secretariat's policy on staff selection. Partnering Agencies may participate as member of interview panels, but the selection decision remains with the Head of the Mission (UNAMID);
- b. Staff members assigned to SLFs will hold letter of appointment issued by the United Nations. Such appointment will be administered in accordance with the UN Staff regulations and Rules;
- c. Salaries, allowances, benefits and entitlements of UNAMID personnel assigned to the SLFs will be administered and processed directly by the UN;
- d. The services of personnel assigned to the SLFs will be limited to the UN and there will be no expectation of the personnel being absorbed by UNDP after the assignment;
- e. The personnel will be under the administrative supervision of UNDP for the duration of the assignment with no contractual relationship with UNDP;
- f. Should the action(s) of any personnel warrant administrative or disciplinary action, UNDP will report the matter to, and UNAMID shall take appropriate action in accordance with established UN policies and procedures; and
- g. The staff member will report to, and work under the direction or supervision of UNDP Managers and performance evaluation of the staff member will be conducted jointly by UNDP and the UNAMID Managers. Supervisors from UNAMID and UNDP shall endeavor to comply with the UN performance management policies and procedures;

**Number and category of personnel assigned to UNDP**

Under the terms and conditions set in this agreement, UNAMID will assign a total of thirty-four (34) personnel in the following categories: five (5) international staff members; five (5) national members; four (4) international police officers, sixteen (16) individual police officers; and four (4) government provided personnel. The details of the assigned personnel are found in Annex A(i).

**General Operating Expenses (GOE)**

UNAMID shall pay to UNDP Two Hundred and Ninety-Nine Thousand and Seven Hundred and Eighty-Eight United States Dollars (US\$299,788) in general operating expenses to exclusively

support the UNAMID personnel assigned to UNDP as part of this agreement. The US\$299,788 in general operating expenses shall be the sole and exclusive amount payable to UNDP for the support of said personnel for the duration of this agreement. The types of costs intended to be covered by the general operating expenses include, but are not limited to, costs associated with the information, communication and technology assets, travel, fuel, daily subsistence allowances, maintenance of equipment, stationery, Minimum Operating Residential Security Standards compliance for accommodations, medical support, and any additional office space required to accommodate UNAMID personnel. In no event shall UNAMID be liable for support costs related to its personnel in excess of the US\$299,788 in general operating expenses set out above. The US\$299,788 in general operating expenses shall not be utilized to fund administrative, logistic, and programmatic activities already captured in the Memorandum of Understanding between the United Nations and the United Nations Development Programme for the implementation of the Joint State Liaison Functions of .... July 2019.

#### **Personnel Records**

All records, including administrative, performance evaluation, and others shall be maintained by UNDP and availed to UNAMID at the end of the assignment period.

#### **Legal status including privileges and immunities**

All privileges and immunities accorded to UNAMID personnel by the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 and the Agreement between the United Nations and the African Union and the Government of Sudan of 9 February 2008 (the "SOFA") shall apply to the UNAMID personnel assigned to UNDP.

All matters related to the privileges and immunities of the UNAMID personnel assigned to UNDP, whether provided under the Convention or the SOFA, shall be dealt with by the United Nations.

Visas and resident status of the UNAMID personnel assigned to UNDP shall be the responsibility of UNAMID, which shall ensure that such personnel have the appropriate visas for their residence in Sudan.

#### **Termination of Agreement**


- a) It is agreed that during the term of this Agreement, personnel assigned to the SLFs remain the personnel of UNAMID;
- b) The embedment may be terminated by any of the parties with 30 days' notice to the other party.

*ATTACHMENT A: to SLF MOU between UNAMID and UNDP*

On behalf of United Nations:

On behalf of UNDP:

  
\_\_\_\_\_  
Jeremiah N. Mamabolo  
Joint Special Representative

  
\_\_\_\_\_  
Selva Ramachandran  
Resident Representative, UNDP Sudan

Date: 2019

Date: 17. Aug. 2019

**Attachments**

1. Annex A(i): List of personnel assigned to SLFs embedded with the Receiving Organization;

2. Annex A (ii): Responsibility Matrix between the Lending and Receiving Organizations

**Annex A (i): List of personnel functions assigned to UNDP<sup>1</sup>**

No	UNAMID Component	Functional Title	Grade & Level	Location
1.	HRS	Human Rights Officer	P4	El Fasher
2.	HRS	Human Rights Officer	P3	Nyala
3.	HRS	Associate Human Rights Officer	P2	El Geneina
4.	HRS	Associate Human Rights Officer	NO-B	El Daein
5.	HRS	Associate Human Rights Officer	NO-B	Nyala
6.	ROL	Judicial Affairs Officer	P4	El Fasher
7.	ROL	Judicial Affairs Officer	P3	Nyala
8.	ROL	Associate Judicial Affairs Officer	NO-B	El Geneina
9.	ROL	Associate Judicial Affairs Officer	NO-B	Ed Daein
10.	ROL	Expert Corrections Advisor	GPP	El Fasher
11.	ROL	Expert Corrections Advisor	GPP	Nyala
12.	ROL	Expert Corrections Advisor	GPP	El Geneina
13.	ROL	Expert Corrections Advisor	GPP	El Daein
14.	GCSS	Associate Civil Affairs Officer (Community Stabilization Officer)	NO-B	El Daein
15.	Police	OIC- State Liaison Function	IPO	El Fasher
16.	Police	Training Officer	IPO	El Fasher
17.	Police	Training Officer	IPO	El Fasher
18.	Police	Project Planning and Management Officer	IPO	El Fasher
19.	Police	Community Policing Officer	IPO	Nyala
20.	Police	Gender Officer	IPO	Nyala

<sup>1</sup> The actual names of the UNAMID Staff members encumbering the posts to perform these functions shall be advised by UNAMID to UNDP by a separate letter. The staff members may change from time to time due to the vicissitudes of personnel movements.

*ATTACHMENT A: to SLF MOU between UNAMID and UNDP*

21.	Police	SPF Coordination Officer	IPO	Nyala
22.	Police	Community Policing Officer	IPO	Nyala
23.	Police	Community Policing Officer	IPO	El Daein
24.	Police	Gender Officer	IPO	El Daein
25.	Police	SPF Coordination Officer	IPO	El Daein
26.	Police	SPF Coordination Officer	IPO	El Daein
27.	Police	SPF Coordination Officer	IPO	El Geneina
28.	Police	Training Officer	IPO	El Geneina
29.	Police	Project Planning and Management Officer	IPO	El Geneina
30.	Police	Gender Officer	IPO	El Genina
31.	Police	State Liaison Officer	P4	El Fasher
32.	Police	State Liaison Officer	P4	El Geneina
33.	Police	State Liaison Officer	P4	Nyala
34.	Police	State Liaison Officer	P4	El Daein



**Annex A (ii):**

**Responsibility Matrix between the Lending and Receiving Organizations**

#	Steps	Responsible person(s)	Guidelines	Explanatory Notes
1	Staff Rules	UNAMID	SLFs will be governed by the United Nations Staff Regulations, Rules and other applicable United Nations administrative instructions	To avoid contradictions, United Nations Staff Regulations, Rules and other applicable United Nations administrative instructions will be applied
2	Staff status	UNAMID	Personnel remain as UNAMID staff members during their tenure with UNDP Projects	UNAMID Personnel assigned to SLF are United Nations Secretariat Staff and shall be administered under the UN Staff Rules and Regulations and other related policies.
3	Management of staff salaries, allowances and benefits and entitlements	UNAMID		Salaries, allowances benefits/entitlements continue to be managed by UNAMID
4	Provision of functional office space/necessary equipment/assets to perform everyday office functions	UNDP		A fully functional work station will be provided by UNDP to SLF in each location where they will be imbedded into UNDP Projects
5	Maintenance of ICT equipment, provision of Internet	UNDP	Internet access granted in line with UNDP Rules	Approval rights will be granted in accordance with Profile

ATTACHMENT A: to SLF MOU between UNAMID and UNDP

#	Steps	Responsible person(s)	Guidelines	Explanatory Notes
6	Workplans	UNDP/UNAMID	Joint discussions on deliverables between staff and Supervisor (UNDP/UNAMID) to be held and deliverables agreed upon at the start of the assignment	Clear deliverables to be agreed upon at the beginning of the assignment between the concerned parties (staff and Supervisors both from UNDP and UNAMID)
7	Reporting arrangements	UNDP/UNAMID	Reporting lines of assigned personnel shall be established from the onset with agreement between UNAMID and UNDP.	While joint reporting lines, deliverables and assignments will be discussed and agreed upon between staff, UNDP and UNAMID, and relevant information may be exchanged between them in this regard, performance management will be jointly conducted by UNAMID and UNDP in accordance with the United Nations Regulation, Rules and other applicable United Nations administrative instructions
8	Time management	UNDP/UNAMID	Leave schedule of staff members shall be discussed and agreed upon with the supervisor in UNDP. The staff member shall complete the leave in Umoja to be approved by the Section Chief in UNAMID. A paper record of the approved leave shall be maintained by UNDP for its records.	All manner types of leaves and absences will be initially discussed and authorized by UNDP Supervisor, prior to approval in Umoja by UNAMID Section Chief.
				UNDP will avail

ATTACHMENT A: to SLF MOU between UNAMID and UNDP

#	Steps	Responsible person(s)	Guidelines	Explanatory Notes
9	Transport while on duty and on Official Business	UNDP/UNAMID	UNDP will provide transport for all other business to and from destinations	transport to SLFs for all OB during the assignment
10	Disciplinary Measures	UNAMID	UN Regulations, Rules and administrative instructions on reporting misconduct, investigation and disciplinary matters will apply	Suspected misconduct by UNAMID personnel should be reported to UNAMID and subsequently to Conduct and Discipline Team and/or the Office of Internal Oversight Services as appropriate
11	Privileges and Immunities	UNAMID	The privileges and immunities of UNAMID personnel, and any questions/issue pertaining thereto, shall be governed by the instruments applicable to UNAMID, including the Convention on the Privileges and Immunities of the United Nations (13 February 1946) and the Agreement between the United Nations and the African Union and the Government of Sudan Concerning the Status of the African Union-United Nations Hybrid Operation in Darfur (9 February 2008)	Any issues or questions concerning the privileges and immunities of UNAMID personnel shall be immediately referred to UNAMIDs
12	Medical evacuation	UNAMID	To be governed by UNAMID's established medical evacuation procedures	Medical evacuation shall be the responsibility of UNAMID

## ANNEX I

### ACTIVITIES TO BE UNDERTAKEN WITH UNAMID FUNDS IN SUPPORT OF THE UNITED NATIONS ACTIVITIES IN DARFUR ON RESILIENCE AND LIVELIHOODS/DURABLE SOLUTIONS (PRIORITY AREA 1)

- Title:** Memorandum of Understanding between the United Nations and the United Nations Development Programme for the Implementation of the joint State Liaison Functions (SLFs) in support of the African Union-United Nations Hybrid Operation in Darfur
- Timeframe:** 01 July 2019 to 31 December 2019
- Location:** East, North, South, West Darfur, Khartoum, Sudan
- Budget:** US\$ 3,156,500.00 (including programme support costs)
- Parties:** United Nations, acting through the African Union-United Nations Hybrid Operation in Darfur (UNAMID), and United Nations Development Programme (UNDP) acting through its country office in Sudan, as the (“Implementing Partner”)
- Nature of activities:** Activities in support of the priority areas as laid out in the UNAMID mandate.
- Objectives:** Implementation of programmatic activities in Khartoum, Sudan, and throughout Darfur, Sudan, in support of UNAMID’s mandate and transition, as specified in S/RES/2429 (2018), in the following Service areas in which UNAMID UNCT have shared priorities: (1) Resilience and Livelihoods/Durable Solutions; (2) Immediate Service Delivery; (3) Rule of Law; and (3) Human Rights

## BACKGROUND

The Security Council resolution 2479 (2019) decided that UNAMID should continue to implement its mandate as set out in the resolution 2429 (2018) which contains a transition concept for North, South, West and East Darfur where the Mission should engage in joint implementation with the UNCT through the State Liaison Functions (SLFs). From 1 January 2019 onwards, the mandate and corresponding Mission Concept tasks UNAMID to co-locate with several UNCT partners and jointly implement the mandate to enable a full transition of tasks by the presumed end date of the Mission on 30 June 2020. Under the revised structure, UNAMID and the UNCT will optimize efforts on protective measures leading to increased stabilization throughout Darfur and to promote a shift from the humanitarian angle of protection of civilians to support to the Government of the Sudan for the establishment of a long-term protective environment, in line with international humanitarian laws and human rights standards. Joint efforts will focus on sustainable solutions to the critical drivers of conflict in order to prevent a relapse and enable the Government of the Sudan, the United Nations agencies, funds and programmes (AFPs), civil society partners, as well as international actors to prepare for UNAMID’s envisaged exit.

The rationale is that conflict has ceased in the four geographical areas and Mission-mandated tasks should therefore focus on stabilization-related operations to consolidate and preserve peacekeeping gains. The project synchronizes priorities of the Mission and the UNCT in the spirit of the transition concept. The mandate prescribes coordinated joint work with the UNCT towards the end state whereby the Government assumes responsibility in delivering services and the UNCT can carry on important tasks to further sustain peace. The transition will address the most urgent needs and preserve peacekeeping gains through stabilization-related outputs and in turn cement the overall success and contribution of UNAMID to peace and security. The project and the SLFs will strengthen UNCT presence and operations in Darfur and hopefully attract sustainable funding from bilateral donors in a post-mission phase.

The selection of implementing partners drawn from the UN Agencies, Funds and Programmes for this project is based on their comparative advantage and reliable track record in substantive expertise, procurement, provision of logistical and financial support for capacity building activities and experience with project management. UNAMID SLF personnel will be collocated with the UNCT where appropriate to support implementation of the programmatic funds.

The Priority Areas in this SLF Phase 2 project have been identified as Resilience and Livelihoods/Durable Solutions, Immediate Service Delivery/Durable Solutions, Rule of Law and Human Rights and activities derive from lessons learned from SLF 1 and the ongoing projects under UN Darfur Fund in compliance with the Doha Document for Peace in Darfur (DDPD).

***Priority Area 1: Resilience and Livelihoods/Durable Solutions***

UNSCR 2479 (2019) and 2429 (2018) mandate UNAMID to consolidate the whole-of system-approach to Darfur focused on providing sustainable solutions to the drivers of conflict through 1) providing multisectoral support, including to traditional mechanisms to resolve communal conflicts as well as root causes of conflicts, 2) protect return areas and support for community-level conflict resolution and prevention platforms, 3) set up and operationalize the land management mechanism to provide proper land use planning as a foundation for recovery and development interventions. To achieve the objectives, effective community-level conflict resolution and prevention platforms aimed at stabilizing communities are required, together with integrated support for livelihoods and social services. The project will be implemented in the identified locations in partnership with the respective state governments and local communities, contributing to durable solutions and community-based protection.

The project will involve area-based durable solutions planning efforts, protection monitoring and analysis, including in the areas from where UNAMID has withdrawn, as well as verification missions to assess the voluntariness of the returns process and to ensure that it is conducted in line with the principles of safety and dignity. These protections monitoring activities, as well as the community-based projects, will target both IDP and refugee returnees leading to increased stabilization throughout Darfur. The project further aims to empower community-based entities as they become part of the reconciliation process with the aim of attaining sustainable peace in Darfur.

The project also addresses the most urgent needs in re-establishing resolution mechanism for land and other community-based disputes and paves the way for a sustainable handling of inter-communal violence in East, North, South and West Darfur. Activities seek to enhance institutional capacity of Darfur Land Commission (DLC), State Ministries, IDPs, hosting communities, pastoralist communities and returnees and Voluntary Return and Resettlement Commission (VRRC) to support land management and housing programs for displaced communities and the most vulnerable population to secure conflict-free land for returns and resettlement.

These outputs address the conflict drivers summarized in the Mission's transition concept which enlists challenges to sustainable return in all the four Darfur States where SLF activities are to be implemented, including prevailing inter-communal conflicts, the absence of state institutions, and prevailing impunity, including for conflict related sexual violence and susceptibility of at-risk youth to violent crime and recruitment into armed or criminal groups.

**ACTIVITIES**

Programmatic funding is being allocated for the joint implementation of the remaining UNAMID mandated tasks in North, South, West and East Darfur. UNDP has been selected to carry out activities in the priority area 1 as reflected in Table I below. Table II specifies the details of the proposed activities, planned inputs per cost area and required budgets.

**TABLE I:**

<b>Priority Area 1</b>	<b>Mission Mandate</b>	<b>Cost areas</b>	<b>Budget US\$</b>
<b>Resilience and Livelihoods/Durable Solutions</b>	<p>2479 (2019) and 2429 (2018), Par 18:  <i>... requests UNAMID to collaborate with the UNCT to support the transition of the Mission (...) through SLFs (...)</i></p> <p>Par 11: <i>decides (...) UNAMID's refined strategic priorities (...) are (i) PoC; (ii) mediation between GoS and non-signatory armed movements; (iii) support for mediation of intercommunal conflict</i></p> <p>Par 14: <i>Stresses the need for coordination and cooperation between GoS, UN entities and development actors to work together, including to stabilize and improve the security situation and assist in restoration of State authority</i></p> <p>Par 33: <i>Calls for (...) end to intercommunal conflict (...) that affects civilians; (...) calls for reconciliation and dialogue; underlines the need for sustainable solutions to root causes of intercommunal conflict</i></p>	<p><b>Staff and Personnel:</b></p> <p><b>Travel:</b></p> <p><b>Contractual services:</b></p> <p><b>Implementing Partner Supplies</b></p> <p><b>Commodity:</b></p> <p><b>Direct Project Costs:</b></p> <p><b>Equipment, Vehicles and Facilities:</b></p>	<p><b>0.00</b></p> <p><b>88,500.00</b></p> <p><b>1,658,750.00</b></p> <p><b>733,990</b></p> <p><b>367,500</b></p> <p><b>101,260</b></p>
	<p><b>SUB-TOTAL</b></p> <p>Indirect Project Support Costs (7%)</p> <p><b>TOTAL</b></p>	<p><b>2,950,000</b></p> <p>206,5000</p> <p><b>3,156,500</b></p>	

<b>Recipient Agency Output and Activities 1.1</b>	<b>Cost areas</b>	<b>Budget US\$</b>
<b>Output 1.1</b> Peaceful co-existence between farmers, pastoralists and returnee communities enhanced in 8 localities of East, South, North and West Darfur, and along the migratory routes.	Travel:	16,750
	Contractual services	198,250
	Implementing Partner	
	Supplies Commodity:	-
	Direct Project Costs:	30,000
	Equipment, Vehicles and Facilities:	5,000
<b>Activities:</b>		
<ul style="list-style-type: none"> <li>• Conduct a preliminary assessments and Prioritisation of communities;</li> <li>• Establish 10 Community-based Conflict Resolution Mechanisms (CBRMs) to monitor and report tensions and conflict incidents;</li> <li>• Strengthen capacity of CBRMs through provisions of training and equipment/materials to prevent and mediate local conflicts and disputes;</li> <li>• Support Community Policing in 10 communities (with UNPOL);</li> <li>• Organise community social programmes for peace and social-cohesion (Peace forums, Peace Conferences, Sports Activities) – with UNPOL.</li> <li>• Establish and strengthen 10 farm protection committees;</li> <li>• Support farm protection committees to resolve resource conflicts – crop destruction, support land dispute facilitate access to land for returnees and IDPs;</li> </ul>		
<b>SUB-TOTAL</b>		<b>\$250,000</b>

<b>Recipient Agency Output and Activities 1.2</b>	<b>Cost areas</b>	<b>Budget US\$</b>
<b>Output 1.2:</b> Secure Conflict-free land for returns and resettlement through joint dialogues among IDPs, host communities, pastoralist communities and returnees.	Travel:	8,000
	Contractual services	38,000
	Implementing Partner	
	Supplies Commodity:	20,000
	Direct Project Costs:	9,000
	Equipment, Vehicles and Facilities:	-
<b>Activities:</b>		
<ul style="list-style-type: none"> <li>• Assess prevalence and locations of land conflicts in return areas and other host communities;</li> <li>• Conduct joint dialogues among IDPs, host communities, pastoralist communities and returnees.</li> <li>• Support Land conflict Arbitration and management committees in 16 major Return areas and migratory routs</li> <li>• Support operationalizing 2 land information data centers and establish the information update system and links with MoA, MoJ, DLC and other line ministries in North and South Darfur</li> <li>• Conduct two workshops on land conflict resolution and information management.</li> </ul>		
<b>SUB-TOTAL</b>		<b>\$75,000</b>

<b>Recipient Agency Output and Activities 1.3</b>	<b>Cost areas</b>	<b>Budget US\$</b>
<b>Output 1.3:</b> Capacity of State institutions strengthened for effective planning and coordination of Durable Solutions processes.	Travel:	5,000
	Contractual services:	120,000
	Implementing Partner	
	Supplies Commodity:	-
<b>Activities:</b>	Direct Project Costs:	18,000
<ul style="list-style-type: none"> <li>Recruit 4 RRR/DS Coordinators and second them to State Return Commissions;</li> <li>Organize regular RRR/DS Coordination meetings in North, South, West and East Darfur States.</li> <li>Organize regular inter-agency verification and assessment missions to return areas.</li> <li>Conduct Capacity Assessment of key institutions related to Durable Solutions, particularly Return and Reintegration;</li> <li>Provide customized training and materials support to key state institutions involved in Durable Solution planning, coordination and implementation;</li> </ul>	Equipment, Vehicles and Facilities:	7,000
<b>SUB-TOTAL</b>		<b>\$150,000</b>

<b>Recipient Agency Output and Activities 1.4</b>	<b>Cost areas</b>	<b>Budget US\$</b>
<b>Output 1.4</b> Access to micro-finance enhanced for improved livelihoods among vulnerable IDP and returnee producers, especially vulnerable women.	Travel:	18,750
	Contractual services:	305,990
	Implementing Partner	
	Supplies Commodity:	8,000
<b>Activities:</b>	Direct Project Costs:	48,000
<ul style="list-style-type: none"> <li>Organize 4 key training workshops on micro-enterprise development;</li> <li>Establish voluntary savings and lending associations</li> <li>Provide business start-up grants to returnee, IDP, youth and women entrepreneurs through enterprise challenges</li> <li>Provide training and material support to the Darfur microfinance APEX;</li> </ul>	Equipment, Vehicles and Facilities:	19,260
<b>SUB-TOTAL</b>		<b>\$400,000</b>

<b>Recipient Agency Output and Activities 1.5</b>	<b>Cost areas</b>	<b>Budget US\$</b>
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<b>Output 1.5</b> Support to stabilization of local communities through community empowerment and creation of livelihood activities for vulnerable groups, particularly "at-risk youth"	Travel:	20,000
	Contractual services:	979,000
<b>Activities:</b>	Implementing Partner	
<ul style="list-style-type: none"> <li>Capacity/needs assessments and capacity building plans for federal, state, locality, native administrations and community</li> <li>Workshops, seminars and conferences including trainings manuals and guidelines</li> <li>Construction/Rehabilitation of infrastructure and provision of equipment</li> <li>Trainings and capacity building support to CBOs to implement stabilization and peace building activities</li> <li>Establishment of joint committees between community and local police to foster dialogue and trust to support in crime prevention and information sharing to foster mutual confidence.</li> <li>Support to peace building and reconciliation by organizing workshops, conferences, and community exchange visits that bring together conflicting parties.</li> <li>Support to implementation of local peace agreements by provision of peace dividends in the form of tangible projects as part of confidence building.</li> <li>Sensitization/awareness raising on alternative/more efficient use of energy sources and dangers of small arms proliferation.</li> <li>Short term employment, business skills training and access to microfinance for long term micro-enterprise development</li> <li>Introduction of concept of value chains to communities for products in agriculture, livestock and related natural resource products that have significant market potential and generate environmentally sustainable job opportunities.</li> </ul>	Supplies Commodity:	153,500
	Direct Project Costs:	132,500
	Equipment, Vehicles and Facilities:	40,000
<b>SUB-TOTAL</b>		<b>\$1,325,000</b>

<b>Recipient Agency Output and Activities 1.6</b>	<b>Cost areas</b>	<b>Budget US\$</b>
<b>Output 1.6</b> Rural Livelihoods opportunities for IDPS, Returnees and Host Community Members improved.	Travel:	20,000
<b>Activities:</b>	Contractual services:	600,000
<ul style="list-style-type: none"> <li>Establishment and rehabilitation of 5 Community Productive assets (livelihood hubs, dams, markets, community storage/warehouse)</li> <li>Support for production, processing and marketing of selected value chain commodities;</li> <li>Establishment of rural producers' associations</li> <li>Support for market linkage and value chain brokerage</li> <li>Support asset recovery for vulnerable returnees, IDPs and host community members;</li> </ul>	Implementing Partner	
	Supplies Commodity:	25,000
	Direct Project Costs:	75,000
	Equipment, Vehicles and Facilities:	30,000
<b>SUB-TOTAL</b>		<b>\$750,000</b>

## ANNEX II

### ACTIVITIES TO BE UNDERTAKEN WITH UNAMID FUNDS IN SUPPORT OF THE UNITED NATIONS ACTIVITIES IN DARFUR ON RULE OF LAW (PRIORITY AREA 3)

- Title:** Memorandum of Understanding between the United Nations and the United Nations Development Programme for the Implementation of the joint State Liaison Functions (SLFs) in support of the African Union-United Nations Hybrid Operation in Darfur
- Timeframe:** 01 July 2019 to 31 December 2019
- Location:** East, North, South, West Darfur, Sudan
- Budget:** US\$ 2,056,382.00 (including indirect programme support costs)
- Parties:** United Nations, acting through the African Union-United Nations Hybrid Operation in Darfur (UNAMID), and the United Nations Development Programme (UNDP), acting through its country office in Sudan, as the (“Implementing Partner”)
- Nature of activities:** Activities in support of the priority areas as laid out in the UNAMID mandate.
- Objectives:** Implementation of programmatic activities in Khartoum, Sudan, and throughout Darfur, Sudan, in support of UNAMID’s mandate and transition, as specified in S/RES/2429 (2018), in the following Service areas in which UNAMID UNCT have shared priorities: (1) Resilience and Livelihoods/Durable Solutions; (2) Immediate Service Delivery; (3) Rule of Law; and (4) Human Rights

## BACKGROUND

The Security Council resolution 2479 (2019) decided that UNAMID should continue to implement its mandate as set out in the resolution 2429 (2018) which contains a transition concept for North, South, West and East Darfur where the Mission should engage in joint implementation with the UNCT through the State Liaison Functions (SLFs). From 1 January 2019 onwards, the mandate and corresponding Mission Concept tasks UNAMID to co-locate with several UNCT partners and jointly implement the mandate to enable a full transition of tasks by the presumed end date of the Mission on 30 June 2020. Under the revised structure, UNAMID and the UNCT will continue to optimize efforts on protective measures leading to increased stabilization throughout Darfur and to promote a shift from the humanitarian angle of protection of civilians to support to the Government of the Sudan for the establishment of a long-term protective environment, in line with international humanitarian laws and human rights standards. Joint efforts will focus on sustainable solutions to the critical drivers of conflict in order to prevent a relapse and enable the Government of the Sudan, the United Nations agencies, funds and programmes (AFPs), civil society partners, as well as international actors to prepare for UNAMID’s envisaged exit.

The rationale is that conflict has ceased in the four geographical areas and Mission-mandated tasks should therefore focus on stabilization-related operations to consolidate and preserve peacekeeping gains. The project synchronizes priorities of the Mission and the UNCT in the spirit of the transition concept. The mandate prescribes coordinated joint work with the UNCT towards the end state whereby the Government assumes responsibility in delivering services and the UNCT can carry on important tasks to further sustain

peace. The transition will address the most urgent needs and preserve peacekeeping gains through stabilization-related outputs and in turn cement the overall success and contribution of UNAMID to peace and security. The project and the SLFs will strengthen UNCT presence and operations in Darfur and hopefully attract sustainable funding from bilateral donors in a post-mission phase.

The selection of implementing partners drawn from the UN Agencies, Funds and Programmes for this project is based on their comparative advantage and reliable track record in substantive expertise, procurement, provision of logistical and financial support for capacity building activities and experience with project management. UNAMID SLF personnel will continue to be collocated with the UNCT where appropriate to support implementation of the programmatic funds.

The Priority Areas in this SLF Phase 2 project have been identified as Resilience and Livelihoods/Durable Solutions, Immediate Service Delivery, Rule of Law and Human Rights. Priorities and activities derive from lessons learned from SLF 1 and the ongoing projects under UN Darfur Fund in compliance with the Doha Document for Peace in Darfur (DDPD).

### ***Priority Area 3: Rule of Law***

In the area of rule of law, UNSCR 2479 (2019) and 2429 (2018) mandate UNAMID to 1) support the re-establishment of criminal justice institutions including courts, prosecution offices, police stations and prisons, building the capacity of these institutions in the areas most important for the voluntary return of displaced persons, 2) provide advisory and logistical support to strengthen the capacity of the rural courts to address land disputes and other inter-communal conflict drivers, and 3) support the implementation of the DDPD through support to the Special Court and Special Prosecutor for Darfur, the transitional justice mechanisms established by the DDPD to promote accountability and mitigate impunity.

Especially for the UNAMID Police Component, creating a protective environment by coordinating development of the Sudan Police Force (SPF) is stressed in the mandate. This includes capacity building through training, workshops, seminars and infrastructural projects, with a special focus on training SPF trainers to create a sustainable training environment. All projected activities fall within one or more of these mandated categories. Activities include a) infrastructure and capacity building activities that seek to reinforce the criminal justice chain (police, justice and corrections) in geographic priority areas, b) strengthening of the rural court system through infrastructure and capacity support to enhance community-based and traditional mechanisms for the effective resolution of inter-communal and resource-based conflicts, and c) support to the Special Prosecutor for Darfur Crimes through capacity building to promote accountability and mitigate impunity. These outputs also address the conflict drivers summarized in the Mission's transition concept which enlists challenges to sustainable return throughout the different Darfur States where SLF activities are to be carried out, including prevailing inter-communal conflicts, the absence of state institutions and prevailing impunity, including for sexual violence in conflict, and the consequent need to strengthen the Special Prosecutor's Office.

The MOU addresses the most urgent needs in re-establishing the criminal justice chain in potential return areas, paving the way for a sustainable handling of inter-communal violence in Darfur and supporting accountability for serious crimes committed by spoilers. The project takes into account lessons learned from the previous UN joint rule of law programme that was too ambitious to raise sustainable funding. The SLF project focuses on preserving and sustaining peacekeeping gains achieved through stabilization-related outputs over the years, and it is expected that its successful implementation will attract more sustainable donor funding, especially through the inclusion of UNAMID human resources for SLFs facilitating quick delivery.

While constructions/refurbishments will be handed over to the Government of Sudan for their immediate use in North, South, West and East Darfur, the Mission has secured commitments from the Government and its institutions to spearhead remaining capacity building activities for the benefit of Darfur's rule of law actors.

## ACTIVITIES

Programmatic funding is being allocated for the joint implementation of the remaining UNAMID mandated tasks in North, South, West and East Darfur. UN-Habitat has been selected to carry out activities in the Priority Area 3 as reflected in Table I below. Table II specifies the details of the proposed activities, planned inputs per cost area and required budgets.

**TABLE I:**

<b>Priority Area 3</b>	<b>Mission Mandate</b>	<b>Cost areas</b>	<b>Budget US\$</b>
<b>Rule of Law</b>	<i>2479 (2019) and 2429 (2018), par 18: ... requests UNAMID to collaborate with the UNCT to support the transition of the Mission (...) through SLFs (...)</i>	<b>Staff and Personnel:</b>	<b>0</b>
		<b>Travel:</b>	<b>272,184</b>
		<b>Contractual services:</b>	<b>867,500</b>
		<b>Implementing Partner</b>	
		<b>Supplies Commodity:</b>	<b>306,300</b>
		<b>Direct Project Costs:</b>	<b>105,498</b>
		<b>Equipment, Vehicles and Facilities:</b>	<b>370,370</b>
	<i>Par 16: decides that the mandate of UNAMID include the tasks (...) in par 15 of SCr 2363 (2017)</i>		
	<i>2363 (2017) par 15 (vii): ... contribute to (...) supporting the establishment of criminal justice institutions and rural courts through the provision of advice and logistical support in areas (...) that are key to the voluntary return of displaced populations to address land disputes and other inter-communal conflict drivers.</i>		
<b>SUB-TOTAL</b>			<b>1,921,852</b>
<b>INDIRECT SUPPORT COSTS (7%)</b>			<b>134,530</b>
<b>TOTAL</b>			<b>2,056,382</b>

**TABLE II:**

<b>Recipient Agency Output and Activities 3.1</b>	<b>Cost areas</b>	<b>Budget US\$</b>
Output 3.1 Construction and rehabilitation of Rule of Law facilities	Staff and Personnel:	<b>0.00</b>
	Travel:	<b>14,500.00</b>
	Contractual services:	<b>552,500.00</b>
<ul style="list-style-type: none"> <li>• Construction of 2 Prosecution Offices with 1 in El Daein, East Darfur and 1 in Al Salaam, South Darfur, and provision of equipment and furniture for the offices.</li> <li>• Construction of 1 dormitory for high risk offenders, sewerage, gate lodge and duty/security Office and connection to city water system on the new land in El Daein Prison; Construction of 1 female dormitory at Ardamata Prison in El Geneina, West Darfur.</li> <li>• Equipping of Police Forensic Science Laboratory in Nyala, South Darfur.</li> <li>• Equipping of SPF Headquarters in Darfur States with digital control and news monitoring equipment for crime analysis database.</li> </ul>	Implementing Partner Supplies Commodity:	<b>0.00</b>
	Direct Project Costs:	<b>22,000.00</b>
	Equipment, Vehicles and Facilities:	<b>325,370.00</b>
<b>SUB-TOTAL 3.1</b>		<b>914,370.00</b>



## ANNEX III

### ACTIVITIES TO BE UNDERTAKEN WITH UNAMID FUNDS IN SUPPORT OF THE UNITED NATIONS ACTIVITIES IN DARFUR ON HUMAN RIGHTS (PRIORITY AREA 4)

- Title:** Memorandum of Understanding between the United Nations and the United Nations Development Programme for the Implementation of the joint State Liaison Functions (SLFs) in support of the African Union-United Nations Hybrid Operation in Darfur
- Timeframe:** 01 July 2019 to 31 December 2019
- Location:** East, North, South, West Darfur, Sudan
- Budget:** **US\$ 704,060.00** (including indirect programme support costs)
- Parties:** United Nations, acting through the African Union-United Nations Hybrid Operation in Darfur (UNAMID), and the United Nations Development Programme (UNDP), acting through its country office in Sudan, as the (“Implementing Partner”)
- Nature of activities:** Activities in support of the priority areas as laid out in the UNAMID mandate.
- Objectives:** Implementation of programmatic activities in Khartoum, Sudan, and throughout Darfur, Sudan, in support of UNAMID’s mandate and transition, as specified in S/RES/2429 (2018), in the following Service areas in which UNAMID UNCT have shared priorities: (1) Resilience and Livelihoods/Durable Solutions; (2) Immediate Service Delivery; (3) Rule of Law; and (4) Human Rights

## BACKGROUND

The Security Council resolution 2479 (2019) decided that UNAMID should continue to implement its mandate as set out in the resolution 2429 (2018) which contains a transition concept for North, South, West and East Darfur where the Mission should engage in joint implementation with the UNCT through the State Liaison Functions (SLFs). From 1 January 2019 onwards, the mandate and corresponding Mission Concept tasks UNAMID to co-locate with several UNCT partners and jointly implement the mandate to enable a full transition of tasks by the presumed end date of the Mission on 30 June 2020. Under the revised structure, UNAMID and the UNCT will continue to optimize efforts on protective measures leading to increased stabilization throughout Darfur and to promote a shift from the humanitarian angle of protection of civilians to support to the Government of the Sudan for the establishment of a long-term protective environment, in line with international humanitarian laws and human rights standards. Joint efforts will focus on sustainable solutions to the critical drivers of conflict in order to prevent a relapse and enable the Government of the Sudan, the United Nations agencies, funds and programmes (AFPs), civil society partners, as well as international actors to prepare for UNAMID’s envisaged exit.

The rationale is that conflict has ceased in the four geographical areas and Mission-mandated tasks should therefore focus on stabilization-related operations to consolidate and preserve peacekeeping gains. The project synchronizes priorities of the Mission and the UNCT in the spirit of the transition concept. The mandate prescribes coordinated joint work with the UNCT towards the end state whereby the Government assumes responsibility in delivering services and the UNCT can carry on important tasks to further sustain peace. The transition will address the most urgent needs and preserve peacekeeping gains through stabilization-related outputs and in turn cement the overall success and contribution of UNAMID to peace and security. The project and the SLFs will strengthen UNCT presence and operations in Darfur and hopefully attract sustainable funding from bilateral donors in a post-mission phase.

The selection of implementing partners drawn from the UN Agencies, Funds and Programmes for this project is based on their comparative advantage and reliable track record in substantive expertise, procurement, provision of logistical and financial support for capacity building activities and experience with project management. UNAMID SLF personnel will continue to be collocated with the UNCT where appropriate to support implementation of the programmatic funds.

The Priority Areas in this SLF Phase 2 project have been identified as Resilience and Livelihoods/Durable Solutions, Immediate Service Delivery, Rule of Law and Human Rights. Priorities and activities derive from lessons learned from SLF 1 and the ongoing projects under UN Darfur Fund in compliance with the Doha Document for Peace in Darfur (DDPD).

#### **Priority Area 4: Human Rights**

In UNSCR 2479 (2019) and 2429 (2018), the United Nations Security Council described the situation in Darfur as a threat to international peace and security with concerns over the human rights of civilians including internally displaced persons and the persistence of impunity. The Security Council's assessment is based on the continued documentation of human rights violations and abuses, including sexual violence and grave violations against children. Darfur remains in a state of emergency whereby state security forces continue to enjoy excessive powers and immunities, which impose considerable restrictions on fundamental freedoms. Some progress has been made in mitigating risks and vulnerabilities through early warning, advocacy and inter-agency interventions. However, basic human rights, including with regards to social and economic livelihoods of most of the population in Darfur, remain limited, which is a major concern. As such, UNAMID's mandate continues to contain 1) the protection of civilians, 2) the mediation between the Government of Sudan and non-signatory parties, and 3) the support for the mediation of inter-communal conflict.

Specifically, for human rights, UNCSR 2429 mandates UNAMID to ensure an adequate human rights presence and programming, including capacity building and provision of support to national human rights institutions and the transitional justice architecture. Human rights promotion and capacity building in the SLF area of operation will expand and strengthen the platform for the provision of technical assistance to ensure that human rights concerns and protection gaps are addressed, through provision of support to improve institutional policies and infrastructure. Collaborative engagement and joint programmes with the UN-AFPs will help strengthen the human rights and rule of law capacity of national institutions, local community networks and civil society groups that will ultimately take over key mainstreaming responsibilities in Darfur.

#### **ACTIVITIES**

Programmatic funding is being allocated for the joint implementation of the remaining UNAMID mandated tasks in North, South, West and East Darfur. UNDP has been selected to carry out activities in the priority area 4 as reflected in Table I below. Table II specifies the details of the proposed activities, planned inputs per cost area and required budgets.

**TABLE I:**

<b>Priority Area 4/Outcomes</b>	<b>Mission Mandate</b>	<b>Cost areas</b>	<b>Budget US\$</b>
<b>Human Rights</b>	<i>2479 (2019) and 2429 (2018), par 18: requests UNAMID to collaborate with the UNCT to support the transition of the Mission through SLFs</i>	<b>Staff and Personnel:</b>	<b>0.00</b>
		<b>Travel:</b>	<b>54,560.00</b>
		<b>Contractual services:</b>	<b>229,280.00</b>
		<b>Implementing Partner</b>	
		<b>Supplies Commodity:</b>	<b>240,960.00</b>
		<b>Direct Project Costs:</b>	<b>60,200.00</b>
		<b>Equipment, Vehicles and Facilities:</b>	<b>73,000.00</b>
	<i>Par 16: decides that the mandate of UNAMID includes the tasks in para 15 of SCR 2363 (2017) par 15 (vii): ...contribute to (...)</i>		
	<i>(vii) To assist in the implementation of the provisions of the Darfur Peace Agreement, the DDPD and any subsequent agreements relating to human rights and the rule of law and to contribute to the creation of an</i>		



*environment conducive to respect for human rights, accountability, and the rule of law, in which all are ensured effective protection, including through monitoring and reporting on human rights, and support to institutional development, advocacy with the authorities and increased capacity building to strengthen transitional justice and human rights institutions, including the Special Court for Darfur, (x) To monitor, verify, and draw to the attention of the authorities abuses and violations of human rights, including those committed against women and children, and violations of international humanitarian law and enhanced, detailed, full and public reporting by the Secretary-General to the Security Council on this issue as part of his regular 60-day reports*

<b>SUB-TOTAL</b>	<b>658,000.00</b>
<b>Indirect Programme support costs (7%)</b>	<b>46,060.00</b>
<b>TOTAL</b>	<b>704,060.00</b>

**TABLE II:**

<b>Implementing Partner Output and Activities 4.1</b>	<b>Cost areas</b>	<b>Budget US\$</b>
Output 4.1 Construction and rehabilitation of Human Rights Institutions and Law Schools.	Staff and Personnel:	0.00
	Travel:	9,600.00
	Contractual services:	229,280.00
<u>Activities</u>	Implementing Partner Supplies	
• Construction of 4 law and human rights libraries at the Bar Association offices including Legal Administration Department.	Commodity:	153,160.00
	Direct Project Costs:	45,000.00
• Support to establishment of a branch of the National Human Rights Commission- furniture and equipment.	Equipment, Vehicles and Facilities:	73,000.00
• Equipment and furniture to 4 resource centres at universities in Darfur.		
<b>SUB-TOTAL 4.1</b>		<b>510,000.00</b>

<b>Implementing Partner Output and Activities 4.2</b>	<b>Cost areas</b>	<b>Budget US\$</b>
Output 4.2 Training and Capacity Building of justice and civil society actors addressing human rights concerns	Staff and Personnel	0.00
	Travel:	45,000.00
	Contractual services	0.00
<u>Activities:</u>	Implementing Partner Supplies	
• Support to law schools. Establishment and Operationalization of legal aid clinics.	Commodity:	87,800.00
• Two training workshops for the Office of Special Prosecutor on fair trial standards.	Direct Project Costs:	15,200.00
• Refresher training for police on arrest, detention and rights of persons in custody.	Equipment, Vehicles and Facilities:	0.00
• Training on trial monitoring for civil society.		
• Training of judges on Administration of Justice.		
• Training on human rights to enhance the capacity of community paralegals.		
<b>SUB-TOTAL 4.2</b>		<b>148,000.00</b>
<b>TOTAL PRIORITY AREA 4 Human Rights</b>		<b>658,000.00</b>
<b>INDIRECT SUPPORT COSTS (7%)</b>		<b>46,060.00</b>
<b>TOTAL</b>		<b>704,060.00</b>