

**Memorandum of Understanding
between
UNAIDS, UNFPA, UNICEF
and
UNDP**

WHEREAS, UNAIDS, UNFPA, UNICEF and UNDP (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a joint programme (hereinafter referred to as the “Joint Programme”) as part of their respective development cooperation with the Government of **Tajikistan**, as more fully described in the detailed Joint Project document (hereinafter referred to as the “Joint Programme Document”) ¹, and have agreed to establish a coordination mechanism ² (hereinafter referred to as the “Joint Programme Steering Committee”) to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Joint Programme;

WHEREAS, the Participating UN Organizations 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 Organizations 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, the Participating UN Organizations (UNAIDS, UNICEF and UNDP), 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. UNFPA agreed to contribute all funds, and UNAIDS agreed to contribute part of its funds through parallel funding mechanism;

WHEREAS, the Participating UN Organizations and the Government/national partner have further agreed that **UNDP** (which is also a Participating UN Organization) will be so appointed and will serve as the administrative interface with the national partner, and be responsible for supporting the national partner in the management of the Joint Programme, and the Participating UN Organization **UNDP** has agreed to do so in accordance with this Memorandum of Understanding.

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

Article I

Appointment of Managing Agent, its Status and Duties

1. The Participating UN Organizations hereby appoint **UNDP** as the “Managing Agent” or the “MA” to be responsible for the administration of the funds and for supporting the national partner in the management of the Joint Programme activities set out in the Joint Project Document for “UN Joint Advocacy Project on HIV/AIDS”. The Managing Agent accepts this appointment and assumes full programmatic responsibility and financial accountability for the funds transferred to it by the Participating

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

² The role of the Joint Programming Steering Committee is implemented by the UN Theme Group on HIV in Tajikistan.

UN Organizations. This appointment shall continue until it terminates, or is terminated, in accordance with Article VIII below.

2. The Managing Agent shall perform the following duties:

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

3. In discharging its obligations under this Memorandum of Understanding, the Managing Agent shall have the status of an independent contractor and shall not be considered as an agent of the Participating UN Organizations 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 Organizations shall be liable for the acts or omissions of the Managing Agent or its personnel, or of persons performing services on its behalf, to the extent that the Participating UN Organizations or any one of them have not contributed to such acts or omissions of the Managing Agent resulting in such liability. In the case of any contributory acts or omissions of the Participating UN Organizations, the resulting liability shall be apportioned among them or any one of them.

Article II Financial Matters

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

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

3. The Participating UN Organizations shall transfer funds to the Managing Agent through wire transfer and code of account sharing in Atlas. When making a transfer to the Managing Agent, each Participating UN Organization will notify the Managing Agent's Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from that Participating UN Organization in respect of the joint programme in **Tajikistan** pursuant to this Memorandum of Understanding, for deposit to the Joint Programme Account.

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

5. 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 Organization³ towards the Managing Agent's indirect costs.

Article III Activities of the Managing Agent

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

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

3. Where the Managing Agent 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 Organization shall be responsible for doing so.

Article IV Reporting

1. The Managing Agent shall provide the Joint 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 Project Document. In line with the principle that there should be only one annual report, the reporting arrangements are recommended to be:

(a) Narrative progress reports for each twelve-month period, to be provided no later than 45 days after the end of the applicable reporting period;

(b) Interim, locally-produced, annual financial reports as of 31 December each year with respect to the Joint Programme Account, to be provided no later than 45 days after the end of the applicable reporting period;

(c) A final narrative report and uncertified financial report, to be provided no later than 2 months after the completion of the Joint Programme (in the case of the final report) and 2 months after the last 31 December during which funds disbursed from the Joint Programme Account;

(d) A final certified financial statement, to be provided in 6 months

³ Exception is UNFPA, which contributes to the UN Joint Programme through parallel funding mechanism

2. Apart from the reports set further above, no other reports will be provided by the Managing Agent to the Participating UN Organizations or to the other contributors (if any) to the Joint Programme Account.

Article V
Other Contributors to Support the Joint Programme

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

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

Article VI
Monitoring and Evaluation

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

Article VII
Communication

Upon consultation with the Participating UN Organizations, the Managing Agent shall take appropriate measures to publicize the Joint Programme as a joint programme of all the Participating UN Organizations. 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 Managing Agent, all Participating UN Organizations and the other contributors (if any) to the Joint Programme Account.

Article VIII
Expiration, modification and termination of the Agreement

1. This Memorandum of Understanding shall expire upon completion of the Joint Programme, subject to the continuance in force of paragraph 5 below for the purposes therein stated.

2. This Memorandum of Understanding may be modified only by written agreement between the Parties.

3. Any of the Participating UN Organizations may withdraw from this Memorandum of Understanding upon giving thirty (30) days' written notice to all other parties to this Memorandum of Understanding that it has given notice, in accordance with the Joint Project Document, of its withdrawal from the Joint Programme. In the event of any such withdrawal, the withdrawing Participating UN

Organization shall only be eligible for a refund on contributions provided hereunder which have not yet been committed and/or disbursed.

4. The Managing Agent's appointment may be terminated by the Managing Agent (on the one hand) or by the mutual agreement of all Participating UN Organizations 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 5 below for the purpose therein stated. In the event of such termination, the Parties shall agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.

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

Article IX Notices

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the Managing Agent by UNDP Country Director, or his or her designated representative and on behalf of a Participating UN Organization by the head of office in Tajikistan, or his or her designated representative.

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

Article X Entry into force

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

Article XI Settlement of disputes

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

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have signed this Memorandum of Understanding in the English in 4 copies.

For the Managing Agent

Signature: 

Name: Zahira Virani

Title: Country Director a.i.

Place: Dushanbe, Tajikistan

Date:

For UNAIDS

Signature: 

Name: Maria Boltaeva

Title: Country Officer

Place: Dushanbe, Tajikistan

Date: *31.01.2012*

For UNFPA

Signature: 

Name: Karl Kulesa

Title: Country Director

Place: Dushanbe, Tajikistan

Date: *8.2.12*

For UNICEF

Signature: 

Name: Laylee Moshiri

Title: Representative

Place: Dushanbe, Tajikistan

Date: *31/01/2012*

ANNEX A. UN Joint Advocacy Project Document

ANNEX B. Schedule of payments

Payments shall be made in accordance with the following schedule:

Date payment due: Payment of full contribution shall be made upon signature of the MoU⁴.

	Amount
(i) <u>UNDP</u>	\$ <u>50,000</u>
(ii) <u>UNAIDS</u>	\$ <u>49,000</u>
(iii) <u>UNICEF</u>	\$ <u>19,500</u>

This schedule may be amended as agreed in writing between the parties to take into account the progress of the Project.

⁴ UNFPA will contribute USD 38,500 and UNAIDS will contribute USD 80,680 through parallel funding

For the Managing Agent:

Name: Zahira Virani
Title: Country Director a.i.
Address: 39 Aini Street, Dushanbe, Tajikistan, 734024
Telephone: (992 44) 600-55-96
Facsimile: (992 44) 600-55-96
Electronic mail: zahira.virani@undp.org

For UNAIDS:

Name: Maria Boltaeva
Title: Country Officer
Address: 37/1 Bokhtar Street, Dushanbe, Tajikistan, 734002
Telephone: (992 48) 701-14-88
Facsimile: (992 44) 600-58-50
Electronic mail: boltaevam@unaids.org

For UNFPA:

Name: Karl Kulesa
Title: Country Director
Address: 14 Makhmud Tarobiy Street, Tashkent, Uzbekistan, 700090
Telephone: (998-71) 120-68-99, 281-58-81, 281-58-83
Facsimile: (998-71) 120-68-97
Electronic mail: kulesa@unfpa.org

For UNICEF:

Name: Laylee Moshiri
Title: Representative
Address: 37/1 Bokhtar Street, Dushanbe, Tajikistan, 734002
Telephone: (992 44) 600-01-90/600-01-91
Facsimile: (992 44) 600-01-96
Electronic mail: lmoshiri@unicef.org