

APPENDIX 1

**Model Administration Arrangement for Cost-sharing or Trust Fund between the Government of the United Kingdom of Great Britain and Northern Ireland and the United Nations Development Programme.**

I am pleased to inform you that it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland ("the United Kingdom") to make available a contribution ("the Contribution") of £285,000 as a grant, to be administered by UNDP for the "A Court of Accounts, making a difference in the citizens lives" project, UN Project Number 00094953, FCO PMN APF 000227 subject to your acceptance of the following proposals:

1. The terms of the Framework Arrangement between the United Kingdom and UNDP *dated 19 March 2003* will apply to the Contribution, and to how UNDP administers it, except as otherwise provided herein. The Foreign and Commonwealth Office ("the FCO") will act on behalf of the United Kingdom in matters concerning this Administration Arrangement.

The Contribution will be used exclusively for the following purposes:

To strengthen capacity of the Courts of Accounts to devise and implement the reforms that needs to be undertaken to implement its new constitutional mandate.

In particular, the project will provide advice and support the elaboration of new legislative framework and on the strategic vision; structure and communication of the Court.

The following outputs are expected at the end of the project:

Output 1: Strengthened strategic vision and dialogue

1.1 New Court's Organic Law adopted

1.2 New 3-year Strategic Plan

1.3 Partnership and advocacy campaign on the new institutional role.

1.4 Increased dialogue and engagement with Tunisian Parliament, the constitutional commission.

Output 2: Strengthened structure

2.1 New performance-based Human Resources management and structures on a revision of the job description and staff allocation

2.2 New Information System to manage the Court' files in a secure and efficient way.

### 2.3 New 3-year communication strategy

The project will contribute to improve citizen's trust in state institutions (impact) by ensuring that they benefit from accountable and transparent institutions (Outcome).

The achievement of these outputs will allow the court to comply with the requirements of the new constitution and strengthen its institutional role; Improve efficiency and transparency in the management of the cases; Implement a performance based HR management system and resources for the implementation of the Strategic Plan

2. As laid out in the project document A *Court of Accounts, making a difference in the citizens lives, UN Project Number 00094953, FCO PMN APF 00027.*
  
3. The contribution will be subject to the following support costs:
  - (a) **Eight per cent** for cost recovery for the provision of general management support (GMS) by UNDP headquarters and country offices
  
  - (b) Direct cost for implementation support services (ISS) provided by UNDP and/or an executing entity or implementing partner
  
4. The FCO will upon receipt of a request in the form of a numbered invoice from UNDP deposit the Contribution [as a grant ] in UNDP's Bank Account at:  
UNDP Contributions GBP  
Account No. 6008-6272-2030  
Bank of America - London,  
5 Canada Square,  
London, E14 5AQ  
The United Kingdom

On receipt of the *financial report* and in accordance with the following schedule

- An initial payment equal to 30% of the budget at the signature of the MoU
  
- 40% of the budget by 30 September 2015
  
- 20% of the budget by 30 January 2016

Final payment will be disbursed on receipt of the completion report by **30 April 2016**

The above schedule may be amended by mutual consent of UNDP and the United Kingdom dependent upon actual and estimated expenditure and need. FCO will notify UNDP Headquarters of each payment using the form attached at Annex 1.

5. UNDP will provide to FCO with each request for payment, presented in accordance with this Section, a *financial utilization report* of: -
- a) all amounts previously received under the Administration Arrangement;
  - b) prior year's expenditure, current year's expenditure to date and unutilized budget to-date under the Administration Arrangement; and
  - c) The balance on the Programme Budget Allotment.
6. Where a project is completed, the expectation is that the Contribution funds will be fully utilised in accordance with the provisions of this Administration Agreement by **31 March 2016**. UNDP will only disburse the funds for the purpose of this Administration Agreement after such date with the written approval of the United Kingdom.
7. If at any time, either Participant determines that the purposes of this Administration Arrangement can no longer be effectively or appropriately carried out, or if the Framework Arrangement is terminated, this Administration Arrangement may be terminated by either Participant giving three (3) months' written notice. Such termination will not oblige UNDP to repay any funds until satisfaction of all commitments and liabilities incurred before the date of termination pursuant to this Administration Arrangement.
8. Subject to paragraphs 6 and 7 above, upon the completion or termination of a programme or activity for which development aid funds have been deposited with UNDP by FCO under this Administration Arrangement, or upon termination of this Administration Arrangement, UNDP will return any unused balances, including any interest earned thereon, to FCO.

The offices responsible for co-ordination of all matters relating to this Administration Arrangement are:

For the FCO  
British Embassy Tunis  
Rue du Lac  
Winderemere  
Les Burges du Lac  
1053  
Tunis  
Tunisia

For UNDP  
United Nations Development Programme  
Tunisia Country Office  
41 Bis Impasse Louis Braille  
1003  
Cite El Khadhra  
Tunis  
Tunisia

9. If the above is acceptable to UNDP, I would like to propose that this letter and your reply in confirmation will constitute an Arrangement between the United Kingdom and UNDP for the "***A Court of Accounts, making a difference in the citizens lives***" which will take effect on the date of your reply.

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[Signed by appropriate FCO representative]

Mr Hamish Cowell  
Her Majesty's Ambassador to Tunisia  
British Embassy Tunis



10 4 JUN 2015