**STANDARD ADMINISTRATIVE ARRANGEMENT**

**FOR THE**

**UNITED NATIONS ACTION AGAINST SEXUAL VIOLENCE IN CONFLICT MULTI PARTNER TRUST FUND**

**Standard Administrative Arrangement**

**between**

**[Name of Donor],**

**and**

**the United Nations Development Programme**

**WHEREAS**, Participating United Nations Organizations that have signed a Memorandum of Understanding (hereinafter referred to collectively as the “Participating UN Organizations”) have developed **The United Nations Action Against Sexual Violence in Conflict Multi-Partner Trust Fund (UN Action MPTF)** (hereinafter referred to as the “Fund”) starting on **1 January 2009** and ending on **31 December 2017**[[1]](#footnote-1) as may be amended from time to time, as more fully described in the **Terms of Reference of the UN Action MPTF dated 31 December 2012** (hereinafter referred to as the “TOR”), a copy of which is attached hereto as **ANNEX A,** and have agreed to establish a coordination mechanism (hereinafter referred to as the “Steering Committee”) to facilitate the effective and efficient collaboration between the Participating UN Organizations for the implementation of the Fund; the UN Action Steering Committee will establish a Resource Management Committee to take resource allocation decisions for UN Action, and will be supported by the UN Action Secretariat;

**WHEREAS**, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with donors who wish to support the implementation of the Fund and have developed a TOR to use as the basis for mobilising resources for the Fund, and have further agreed that they should offer donors the opportunity to contribute to the Fund and receive reports on the Fund through a single channel; and

**WHEREAS**, the Participating UN Organizations have appointed the United Nations Development Programme (hereinafter referred to as the “Administrative Agent”) (which is also a Participating UN Organisation in connection with Fund) in a Memorandum of Understanding (hereinafter referred to as “MOU”)concluded between, the Administrative Agent and Participating UN Organizations on **17 December 2008**, to serve as their administrative interface between donors and the Participating UN Organizations for these purposes. To that end the Administrative Agent has established a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received from donors who wish to provide financial support to the Fund through the Administrative Agent (hereinafter referred to as the “Fund Account”); and

**WHEREAS**, **[Name of Donor]** (hereinafter referred to as the “Donor”) wishes to provide financial support to the Fund on the basis of the TOR as part of its development cooperation and wishes to do so through the Administrative Agent as proposed by the Participating UN Organizations.

**NOW, THEREFORE**, the Donor and the Administrative Agent (hereinafter referred to collectively as the “Participants”) hereby decide as follows:

**Section I**

**Disbursement of Funds to the Administrative Agent**

**and the Fund Account**

1. The Donor decides to make a contribution of **[amount in words]** (**[amount in figures]**) and such further amounts as it may decide (hereinafter referred to as the “Contribution”) to support the Fund. The Contribution will enable the Participating UN Organizations to support the Fund in accordance with the TOR, as amended from time to time in writing by the Steering Committee. The Donor authorizes the Administrative Agent to use the Contribution for the purposes of the Fund and in accordance with this Standard Administrative Arrangement (hereinafter referred to as ‘‘Arrangement’’). The Donor acknowledges that the Contribution will be co-mingled with other contributions to the Fund Account and that it will not be separately identified or administered.
2. The Donor will deposit the Contribution by wire transfer, in accordance with the schedule of payments set out in ANNEX B to this Arrangement, in convertible currencies of unrestricted use, to the following account:

*For payment in USD:*

 UNDP Multi-Partner Trust Fund Office (USD) Account

Bank Name:   JPMorgan Chase Bank

Address:   International Agencies Banking

                  270 Park Avenue, 43rd Floor

                  New York, New York 10017

Account Name:           UNDP Multi-Partner Trust Fund Office (USD) Account

Account Number:       790440309

SWIFT Code:             CHASUS33

ABA:                          021000021

 Reference: UN Action MPTF Account

1. When making a transfer to the Administrative Agent, the Donor will notify the Administrative 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 **[name of Donor]** in respect of the Fund pursuant to this Arrangement. The Administrative Agent will promptly acknowledge receipt of funds in writing.
2. All financial accounts and statements will be expressed in United States dollars.

5. The US dollar value of a contribution-payment, if made in currencies other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of the Contribution. The Administrative Agent will not absorb gains or losses on currency exchanges. Such amounts will increase or decrease the funds available for disbursements to Participating UN Organizations.

6. The Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Fund Account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Administrative Agent.

7. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the Contribution by the Donor, to cover the Administrative Agent’s costs of performing the Administrative Agent’s functions.

8. The Steering Committee may request any of the Participating UN Organizations, to perform additional tasks in support of the Fund not related to the Administrative Agent functions detailed in Section I, Paragraph 2 of the Memorandum of Understanding and subject to the availability of funds. In this case, costs for such tasks will be decided in advance and with the approval of the Steering Committee be charged to the Fund as direct costs.

**Section II**

**Disbursement of Funds to the Participating UN Organizations**

**and a Separate Ledger Account**

1. The Administrative Agent will make disbursements from the Fund Account in accordance with instructions from the Steering Committee, in line with the approved programmatic document[[2]](#footnote-2), as amended in writing from time to time by the Steering Committee. The disbursement to the Participating UN Organizations will consist of direct and indirect costs as set out in the budget.

2. Each Participating UN Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the Fund Account. Each Participating UN Organization assumes full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. That separate ledger account will be administered by each Participating UN Organization in accordance with its own regulations, rules, directives and procedures, including those relating to interest. That separate ledger account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Participating UN Organization.[[3]](#footnote-3)

3. Where the balance in the Fund Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Steering Committee and make a disbursement, if any, in accordance with the Steering Committee’s instructions.

**Section III**

**Implementation of the Programme**

1. The implementation of the programmatic activities which the Donor assists in financing under this Arrangement will be the responsibility of the Participating UN Organizations and will be carried out by each Participating UN Organization in accordance with its own applicable regulations, rules, policies and procedures including relating to procurement. The Donor will not be directly responsible or liable for the activities of any person employed by the Participating UN Organizations or the Administrative Agent as a result of this Arrangement,

2. The Participating UN Organizations will carry out the activities for which they are responsible, in line with the budget contained in the approved programmatic document, as amended from time to time by the Steering Committee in accordance with the regulations, rules, directives and procedures applicable to it. Accordingly, personnel will 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.

3. Indirect costs of the Participating UN Organizations recovered through programme support costs will be 7%. In accordance with the UN General Assembly resolution 62/208(2007 Triennial Comprehensive Policy Review principle of full cost recovery), all other costs incurred by each Participating UN Organization in carrying out the activities for which it is responsible under the Fund will be recovered as direct costs.

1. The Participating UN Organizations will commence and continue to conduct operations for the programmatic activities only upon receipt of disbursements as instructed by the Steering Committee.

5. The Participating UN Organizations will not make any commitments above the budgeted amounts in approved programmatic document, as amended from time to time by the Steering Committee.

6. If unforeseen expenditures arise, the Steering Committee will submit, through the Administrative Agent, a supplementary budget to the Donor showing the further financing that will be necessary. If no such further financing is available, the activities to be carried out under the approved programmatic document may be reduced or, if necessary, terminated by the Participating UN Organizations. In no event will the Participating UN Organizations assume any liability in excess of the funds transferred from the Fund Account.

7. The Donor reserves the right to discontinue future contributions if reporting obligations are not met as set forth in this Arrangement; or if there are substantial deviations from agreed plans and budgets. If it is agreed among the Donor, the Administrative Agent and the concerned Participating UN Organization under the Arrangement that there is evidence of improper use of funds, the Participating UN Organization will use their best efforts, consistent with their regulations, rules, policies and procedures to recover any funds misused. The Participating UN Organization will, in consultation with the Steering Committee and the Administrative Agent, credit any funds so recovered to the Fund Account or agree with the Steering Committee to use these funds for a purpose mutually agreed upon. Before withholding future contributions or requesting recovery of funds and credit to the Fund Account, the Administrative Agent, the concerned Participating UN Organization and the Donor will consult with a view to promptly resolving the matter.

8. The Participants recognize that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coersive practices. To this end, as set out in the MoU between the Administrative Agent and Participating UN Organizations regarding the Operational Aspects of the UN Action MPTF, each Participating UN Organization will maintain standards of conduct that govern the performance of its staff, including  the prohibition of corrupt, fraudulent, collusive or coersive practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in their Staff Regulations and Rules and the Financial Regulations and Rules, including regarding procurement.

**Section IV**

**Equipment and Supplies**

 On the termination or expiration of this Arrangement, the matter of ownership of equipment and supplies will be determined in accordance with the regulations, rules, directives and procedures applicable to such Participating UN Organization, including any agreement with the relevant host Government if applicable.

**Section V**

# **Reporting**

1. The Administrative Agent will provide the Donor and the Steering Committee with the following statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization prepared in accordance with the accounting and reporting procedures applicable to it, as set forth in the TOR:

1. Annual consolidated narrative progress reports, based on annual narrative progress reports received from Participating UN Organizations, to be provided no later than five months (31 May) after the end of the calendar year;
2. Annual consolidated financial reports, based on annual financial statements and reports, to be received from the Participating UN Organizations, as of 31 December with respect to the funds disbursed to them from the Fund Account, to be provided no later than five months (31 May) after the end of the calendar year;
3. Final consolidated narrative report, based on final narrative reports received from Participating UN Organizations after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than seven months (31 July) of the year following the financial closing of the Fund. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Fund.
4. Final consolidated financial report, based on certified final financial statements and final financial reports received from Participating UN Organizations after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than seven months (31 July) of the year following the financial closing of the Fund.

2. The Administrative Agent will provide the Donor, Steering Committee and Participating UN Organizations with the following reports on its activities as Administrative Agent:

(a) Certified annual financial statement (“Source and Use of Funds” as defined by UNDG guidelines) to be provided no later than five months (31 May) after the end of the calendar year; and

(b) Certified final financial statement (“Source and Use of Funds”) to be provided no later than seven months (31 July) of the year following the financial closing of the Fund.

3. Consolidated reports and related documents will be posted on the website of the Administrative Agent (www.undp.org/mptf).

**Section VI**

**Monitoring and Evaluation**

1. Monitoring and evaluation of the Fund including, as necessary and appropriate, joint evaluation by the Participating UN Organizations, the Administrative Agent, the Donor, the host Government (if applicable) and other partners will be undertaken in accordance with the TOR.

2. The Donor, the Administrative Agent and the Participating UN Organizations will hold annual consultations as appropriate to review the status of the Fund.

**Section VII**

**Joint Communication**

1. Information given to the press, to the beneficiaries of the Fund, all related publicity material, official notices, reports and publications, will acknowledge the role of the Governments, the donors, the Participating UN Organizations, the Administrative Agent and any other relevant entities.
2. The Administrative Agent in consultation with the Participating UN Organizations will ensure that decisions regarding the review and approval of the Fund as well as periodic reports on the progress of implementation of the Fund, associated external evaluations are posted, where appropriate, for public information on the website of the Administrative Agent (mptf.undp.org). Such reports and documents may include Steering Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.

**Section VIII**

**Expiration, Modification and Termination**

1. The Administrative Agent will notify the Donor when it has received notice from all Participating UN Organizations that the activities for which they are responsible under the approved programmatic document have been completed. The date of the last notification received from a Participating UN Organization will be deemed to be the date of expiration of this Arrangement, subject to the continuance in force of paragraph 4 below for the purposes therein stated.

2. This Arrangement may be modified only by written agreement between the Participants.

3. This Arrangement may be terminated by either Participant on thirty (30) days of a written notice to the other Participants, subject to the continuance in force of paragraph 4 below for the purpose therein stated.

4. Commitments assumed by the Donor and the Administrative Agent under this Arrangement will survive the expiration or termination of this Arrangement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Participants hereto and the Participating UN Organizations and the settlement of contractual liabilities required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the Fund Account or in the individual Participating UN Organizations’ separate ledger accounts upon winding up of the Fund will be used for a purpose mutually agreed upon or returned to the donor(s) in proportion to their contribution to the Fund as decided upon by the donor(s) and the Steering Committee.

**Section IX**

**Notices**

1. Any action required or permitted to be taken under this Arrangement may be taken on behalf of the Donor, by \_\_\_\_\_\_\_\_\_\_ or his or her designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator, Multi-Partner Trust Fund Office (MPTF Office) or his or her designated representative.

2. Any notice or request required or permitted to be given or made in this Arrangement will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail, or any other agreed means of communication to the party to which it is required to be given or made, at such party's address specified below or at such other address as the party will have specified in writing to the party giving such notice or making such request.

*For the Donor:*

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Electronic mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

*For the Administrative Agent:*

Name: Yannick Glemarec

Title: Executive Coordinator, MPTF Office, UNDP

Address: 730 Third Avenue, New York, NY 10017, USA

Telephone: +1 212 906 6880

Facsimile: +1 212 906 6990

Electronic mail: executivecoordinator.mptfo@undp.org

**Section X**

**Entry into Effect**

 This Arrangement will come into effect upon signature thereof by the Participants and will continue in effect until it is expired or terminated.

**[If the Donor is a Government, use the following:]**

**Section XI**

**Settlement of Disputes**

[1. Any dispute arising out of the Donor’s Contribution to the Fund will be resolved amicably through dialogue among the Donor, the Administrative Agent and the concerned Participating UN Organization.]

**[Section XII**

**Privileges and Immunities]**

[1. Nothing in this Standard Administrative Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, the Administrative Agent, or each Participating UN Organization.]

 Any dispute arising out of the Donor’s Contribution to the Fund will be resolved amicably through dialogue among the Donor, the Administrative Agent and the concerned Participating UN Organization.

**[If the Donor is not a Government, use the following:]**

**Section XI**

**Settlement of disputes**

[1. Amicable settlement. The Participants will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Standard Administrative Arrangement or the breach, termination or invalidity thereof. Where the Participants wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Participants.]

[2. Arbitration. Any dispute, controversy or claim between the Participants arising out of this Standard Administrative Arrangement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one party of the other party’s written request for such amicable settlement, will be referred by either party to arbitration before a single arbitrator in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal will have no authority to award punitive damages. The Participants will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.]

**[Section XII**

**Privileges and Immunities]**

[1. Nothing in this Standard Administrative Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, the Administrative Agent, or each Participating UN Organization.]

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by the respective Participants, have signed the present Arrangement in English in two copies.

*For the Donor:*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*For the Administrative Agent:*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Yannick Glemarec

Title: Executive Coordinator

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEX A: Terms of Reference

ANNEX B: Schedule of Payments

ANNEX A



UN ACTION MULTI-DONOR TRUST FUND – (UN ACTION MDTF)

TERMS OF REFERENCE

Updated 31 December 2012

1. INTRODUCTION

UN Action Against Sexual Violence in Conflict (UN Action) unites the work of the UN system with the goal of ending sexual violence during and in the wake of conflict. Launched in March 2007, it represents a concerted effort by a number of UN entities to improve coordination and accountability, amplify advocacy, and support country efforts to prevent conflict-related sexual violence and respond more effectively to the needs of survivors. The goal and purpose of UN Action are set out in its Strategic Framework (see Annex 1) which sets operational parameters and targets for its joint work over a two year period.

In January 2009, UN Action established a Multi-Donor Trust Fund to mobilize funds to support the UN Action Secretariat and a modest range of joint catalytic programmatic activities. The Multi-Donor Trust Fund aims to: (i) streamline joint programming, (ii) strengthen governance and financial management systems, and (iii) standardize reporting to donors. The entities participating in UN Action have appointed the Multi-Partner Trust Fund Office[[4]](#footnote-4) (MPTF Office) of the United Nations Development Programme (UNDP) to serve as the Administrative Agent for the UN Action MDTF. The end date of the UN Action MDTF is **31 December 2017**.[[5]](#footnote-5)

In November 2011, the UN Action MDTF expanded its scope to include support for the programmatic work undertaken by the Team of Experts established under Operative Paragraph 8 of Security Council Resolution 1888 (2009). The Team of Experts is a team composed of a Team Leader and experts from co-lead entities (DPKO, OHCHR, and UNDP). The mandate of the Team of Experts is to assist national authorities to strengthen the rule of law to fight impunity for conflict-related sexual violence (see Section VI).

The following Terms of Reference are designed to guide the work of the UN Action MDTF.

1. **ELIGIBILITY**

Participating UN Organization(s), i.e. those UN entities which have signed a Memorandum of Understanding (MOU) with the Administrative Agent, are eligible to submit proposals through the UN Action Secretariat.

1. **COMPLIANCE WITH UN ACTION STRATEGIC FRAMEWORK**

Participating UN Organization(s) receive funding from the UN Action MDTF for proposals that are identified as deliverables under the **Three Pillars** of the UN Action Strategic Framework:

1) **Country Level Action**: strategic and technical support to assist joint strategic planning by the UN system at country level to prevent, respond to, and report on conflict-related sexual violence, including efforts to build capacity.

2) **Advocacy**: action to raise public awareness and generate political will to address conflict-related sexual violence.

3) **Knowledge Building**: creation of a knowledge hub on conflict-related sexual violence and effective programmatic responses.

1. **SELECTION CRITERIA**

**Proposals for UN Action MDTF will be considered based on the following**[[6]](#footnote-6)**:**

1. The extent to which the goals and objectives of the proposal conform to the UN Action Strategic Framework and are identified as “deliverables” under the three Pillars;
2. The overall quality of the proposal;
3. The inclusion of a communications strategy, which lends visibility to UN Action’s *Stop Rape Now* campaign and includes key messages to help UN Action members explain the initiative to external partners;
4. Institutional capacity of the organization(s) to implement the project/programmes;
5. The extent to which the proposal fosters joint planning, or programming by a number of UN entities;
6. Potential for sustainability;
7. Commitment and plan for monitoring the activity;
8. Clear description of budget requirements and link to achieving results;
9. Minimum budget of $50,000, and
10. Implementation period of no more than two years.
11. **STRUCTURE OF THE UN ACTION MULTI-DONOR TRUST FUND**

The **UN Action Steering Committee** provides overall leadership and sets strategic direction for the UN Action network. The Steering Committee comprises Principals from each of its member UN entities and is headed by the Special Representative of the Secretary General on Sexual Violence in Conflict (SRSG SVC).

The **UN Action Focal Points** from each of the UN Action member entities develop the biannual Strategic Framework for endorsement by the Steering Committee. UN Action Focal Points meet regularly as an executive sub-group of the Steering Committee.

The **UN Action Secretariat** is responsible for coordinating the work of the UN Action network. It consists of a Coordinator, an Advocacy and Women’s Rights Specialist, and a Programme Assistant and reports to the SRSG SVC.

The UN Action Steering Committee has established a **Resource Management Committee (RMC),** a sub-committee of the UN Action Focal Points, to take resource allocation decisions for the UN Action network. The RMC is comprised of five UN Action Focal Points, one of whom will serve as the Chairperson, nominated by the broader group of UN Action Focal Points and endorsed by the UN Action Steering Committee Chairperson.

The Multi-Partner Trust Fund Office (MPTF Office) of UNDP shall serve as the **Administrative Agent** of the UN Action MDTF. UNDP’s accountability as the Administrative Agent is set out in the policy “[UNDP’s Accountability when acting as Administrative Agent in MDTFs and/or UN Joint Programmes using the pass-through fund management modality](http://www.undp.org/mdtf/docs/UNDP-AA-guidelines.pdf).” (see link: [www.mdtf.undp.org](http://www.mdtf.undp.org))

1. **FUNDING FOR THE PROGRAMMATIC ACTIVITIES OF THE TEAM OF EXPERTS**

Within the UN Action MDTF, a funding window shall be established to receive earmarked funding on behalf of the Team of Experts. In the case of funding earmarked for the Team of Experts, allocation of such funds will not be subject to RMC review or approval. Team of Experts funding allocations will be determined by the Team Leader in consultation with the co-lead entities through the Team of Experts Advisory Group[[7]](#footnote-7).

1. **ROLES AND RESPONSIBILITIES**

**Administrative Agent:**

As Administrative Agent, the UNDP MPTF Office administers resources under the direction of the RMC, except in the case of the Team of Experts where it administers resources under the direction of the Team Leader and co-lead entities (DPKO, OHCHR, UNDP) of the Team of Experts.

The MPTF Office will undertake the following responsibilities:

* Sign an MOU with the Participating UN Organizations;
* Negotiate and sign Standard Administrative Arrangements with donors that wish to provide contributions to the UN Action MDTF;
* Receive, administer, and manage contributions from donors;
* Disburse funds to Participating UN Organizations based on resource allocation decisions of the RMC;
* Consolidate financial reports from the Participating UN Organizations and submit them to the UN Action Secretariat for inclusion in the annual Progress Report; and
* Transmit UN Action’s annual Progress Report to donors following the endorsement of the UN Action Steering Committee.

The UNDP MPTF Office will charge a 1% fee of each donor contribution for Administrative Agent fund administration and fiduciary responsibilities.

**Participating UN Organization(s):**

Participating UN Organization(s) shall assume full programmatic and financial accountability for the funds transferred to them by the Administrative Agent and will undertake the following activities:

* Submit proposals to the UN Action Secretariat for consideration by the RMC,
* Design, implement and oversee projects/programmes financed by the UN Action MDTF;
* Establish a separate ledger account for the receipt and administration of the funds disbursed to it by the Administrative Agent.

For each project/programme approved for funding from the UN Action MDTF, Participating UN Organizations will be required to provide the following to the UN Action Secretariat:

* Annual narrative progress reports, to be provided no later than three months(31 March) after the end of the calendar year;
* Final narrative reports, after the completion of the activities using approved programmatic document/Joint Programme Document and including the final year of the activities - to be provided no later than four months (30 April) of the year following the financial closing of the UN Action MDTF. The final report will give a summary of results and achievements as compared with the goals and objectives of the proposal.

Participating UN Organizations will be required to provide the following statements and reports to the Administrative Agent:

* Annual financial statements and reports as of 31 December with respect to the funds disbursed to it from the UN Action MDTF Account, to be provided no later than four months (30 April) after the end of the calendar year;
* Certified final financial statements and final financial reports after the completion of the activities in the approved project or programme and including the final year of the activities in the approved project to be provided no later than six months (30 June) of the year following the financial closing of the UN Action MDTF.

Indirect costs of the Participating UN Organizations recovered through programme support costs will be 7%. In accordance with the UN General Assembly resolution 62/208(2007 Triennial Comprehensive Policy Review principle of full cost recovery), all other costs incurred by each Participating UN Organization in carrying out the activities for which it is responsible under the UN Action MDTF will be recovered as direct costs.

**UN Action Secretariat:**

The UN Action Secretariat will support the work of the RMC, Participating UN Organizations, Administrative Agent, and the UN Action Steering Committee for the purpose of facilitating the UN Action MDTF through the following activities:

* Review proposals submitted by Participating UN Organizations for completeness and consistency with the Strategic Framework and transmit to the RMC for its consideration;
* Transmit proposals approved by the RMC to the Administrative Agent for fund disbursement;
* Synthesize the narrative reports submitted by Participating UN Organizations each calendar year upon completion of each UN Action MDTF project or programmes; and
* Compile the narrative reports and consolidated financial reports into an annual Progress Report to be submitted to the UN Action Steering Committee for approval. The Administrative Agent shall provide donors with these Progress Reports.

**Resource Management Committee (RMC):**

The role of the RMC is to review proposals submitted by Participating UN Organizations and determine the allocation of UN Action’s funds.[[8]](#footnote-8) Its primary responsibilities are to:

* Evaluate proposals, taking into consideration available resources and the degree to which a proposal conforms to the UN Action Strategic Framework and the Selection Criteria;
* Ensure that proposals contain an in-built communications strategy that includes visibility for UN Action’s *Stop Rape Now* campaign, brand and/or website, in line with the UN Action Strategic Framework;
* Ensure that UN Action MDTF financed projects or programmes are informed by decisions of the Steering Committee and UN Action Focal Points;
* Ensure appropriate consultative processes take place with key stakeholders to avoid duplication between the projects or programmes of UN Action entities and other UN funding mechanisms;
* Periodically review the RMC’s Terms of Reference and Rules of Procedure and submit any necessary revisions to the UN Action Secretariat. Any revisions must then be approved by the UN Action Focal Points and endorsed by the Steering Committee; and
* Periodically evaluate the cost effectiveness of the UN Action MDTF.

The operating procedures of the RMC are set forth in its Terms of Reference and Rules of Procedure.

1. **CONTRIBUTIONS TO THE UN ACTION MDTF**

Contributions to the UN Action MDTF may be accepted from, among others, governments of Member States of the United Nations, inter-governmental organizations, non-governmental organizations, International Financial Institutions, foundations and the private sector. Donors are strongly encouraged to contribute un-earmarked funds, except in the case of funding specifically for the Team of Experts.

Acceptance of funds from the private sector will be guided by the “Guidelines on Cooperation between the United Nations and the Business Community” (June 2000 <http://www.un.org/partners/business/otherpages/guide.htm>), and any relevant guidelines applicable to the individual Participating UN Organization(s).

Contributions may be accepted in fully convertible currency and shall be deposited in the bank accounts designated by UNDP. The value of a contribution-payment, if made in other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Each individual contribution to the UN Action MDTF should be equivalent to at least US$50,000.

1. **PUBLIC DISCLOSURE**

Decisions by the RMC will be shared with all stakeholders in order to ensure transparency of MDTF financed projects. In line with the UN’s commitment towards public disclosure of its operational activities, the Administrative Agent in consultation with the RMC, will ensure that reports and documents of the UN Action MDTF, such as RMC approved projects/programmes, projects/programmes awaiting approval, fund level annual financial and progress reports, and external evaluations, as appropriate, are posted for public information on the UN Action MDTF page of the MPTF Office website (see link: [mdtf.undp.org](http://www.undp.org/mdtf)).

Information given to the press, to the beneficiaries of UN Action and all related publicity material, official notices, reports and publications, shall acknowledge the role of the UN Action donors, the Participating UN Organization(s), and any other relevant parties.

To the extent that it does not jeopardize the privileges and immunities of Participating UN Organization(s), and the safety and security of their staff, Participating UN Organization(s) will promote donor visibility on information, project/programmes materials and at project/

programmes sites in accordance with their respective regulations, rules, policies and procedures.

1. **AUDIT**

The Administrative Agent and Participating UN Organizations will be audited in accordance with their own Financial Regulations and Rules and, where appropriate, in accordance with the Framework for auditing Multi-Donor Trust Funds which has been agreed to by the Internal Audit Services of Participating UN Organizations and endorsed by the UNDG in September 2007.

1. **OWNERSHIP OF EQUIPMENT, SUPPLIES AND OTHER PROPERTY**

Ownership of equipment, supplies and other property financed from the UN Action MDTF shall vest in the Participating UN Organization(s) undertaking the activities. Matters relating to the transfer of ownership by the Participating UN Organizations shall be determined in accordance with the applicable policies and procedures of the Participating UN Organizations.

1. **EVALUATION OF THE UN ACTION MDTF**

The UN Action Steering Committee may commission a review of the UN Action MDTF.

1. **TERMINATION OF THE UN ACTION MDTF**

The UN Action MDTF will terminate upon completion of all projects and after satisfaction of all commitments and liabilities. Notwithstanding the completion of the initiatives financed from the UN Action MDTF, any balances will continue to be held in the UN Action MDTF account until all commitments and liabilities incurred in the implementation of the projects/programmes have been satisfied and project/programmes activities have been brought to an orderly conclusion. Upon termination of the UN Action MDTF, any balance remaining in the UN Action MDTF Account or in the account of the individual Participating UN Organization shall be allocated as decided by the RMC. In the case of the Team of Experts, any balance remaining shall be allocated as decided by the co-lead entities in consultation with contributing donors, UN Action MDTF and the OSRSG-SVC.

**ANNEX B**

**SCHEDULE OF PAYMENTS**

**Schedule of Payments: Amount:**

[Time of first payment] [amount in figures]

[Time of second payment] [amount in figures]

[Time of third payment] [amount in figures]

1. . The UN Action MDTF initially had an end date of 31 December 2010, and was extended until 31 December 2012 by decision of the UN Action Steering Committee on 29 June 2010. It was subsequently extended to end 31 December 2013 by decision of the UN Action Steering Committee on 30 March 2012 and further extended to end 31 December 2017 by decision of the UN Action Steering Committee on 21 November 2012. [↑](#footnote-ref-1)
2. As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes. [↑](#footnote-ref-2)
3. Where the Administrative Agent is also a Participating UN Organization, it will need to open its own separate ledger account and transfer funds from the Fund Account to its separate ledger account. [↑](#footnote-ref-3)
4. . Previously known as the Multi-Donor Trust Fund Office [↑](#footnote-ref-4)
5. . The UN Action MDTF initially had an end date of 31 December 2010, and was extended until 31 December 2012 by decision of the UN Action Steering Committee on 29 June 2010. It was subsequently extended to end 31 December 2013 by decision of the UN Action Steering Committee on 30 March 2012 and further extended to end 31 December 2017 by decision of the UN Action Steering Committee on 21 November 2012. [↑](#footnote-ref-5)
6. The prior selection of and support to the “UN SC 1888 Team of Experts Interim Funding” Joint Programme by the UN Action MDTF in 2010 exempts future Team of Experts Joint Programmes from review by the UN Action MDTF against the selection criteria. [↑](#footnote-ref-6)
7. . See Team of Experts: Rule of Law – Sexual Violence in Conflict Advisory Group Terms of Reference. [↑](#footnote-ref-7)
8. . Joint Programmes of the Team of Experts are exempt from RMC review and approval. [↑](#footnote-ref-8)