

**MEMORANDUM OF AGREEMENT
FOR
MANAGEMENT AND OTHER SUPPORT SERVICES
RELATED TO
THE SIERRA LEONE EBOLA RECOVERY FUND (SLERF)**

MEMORANDUM OF AGREEMENT
between
the Government of the Republic of Sierra Leone
and
the United Nations Development Programme
for
Management and Other Support Services
Related to the Sierra Leone Ebola Recovery Fund

WHEREAS, the **Government of the Republic of Sierra Leone** (hereinafter the "Government") has developed the **Sierra Leone Ebola Recovery Fund** (hereinafter the "SLERF" or "Fund") to receive contributions to finance the SLERF including those pledged to Sierra Leone by Member States at the International Ebola Recovery Conference in New York on 10 July 2015;

WHEREAS, in this context, the Government has requested the United Nations Development Programme (UNDP), through its Multi-Partner Trust Fund Office (MPTF Office) to provide management and other support services related to the establishment and fund administration of the SLERF, as more fully described in the SLERF Terms of Reference (hereinafter referred to as the "SLERF TOR" or "Fund TOR"), dated 3 December 2015 a copy of which is attached hereto as ANNEX A;

WHEREAS, UNDP agrees to serve as the Trustee and provide the fund administration, through the MPTF Office (hereinafter "Administrative Agent"), as well as management and other support services for the SLERF, pursuant to its Financial Regulations and Rules, and the terms and conditions set out in the SLERF TOR;

WHEREAS, the Government has designated the Ministry of Finance and Economic Development (hereinafter "MOFED") to coordinate the development and implementation of the SLERF's activities on behalf of the Government and assume full financial and programmatic accountability for the funds disbursed by the Administrative Agent to the National Entities, that shall implement the activities funded by the SLERF (hereinafter the "National Implementing Entities"), and shall have such other responsibilities as set forth herein;

WHEREAS, UNDP as the Administrative Agent of the SLERF will conclude on behalf of the Government Standard Administrative Arrangements (hereinafter "Standard Administrative Arrangements" or "SAAs") with the Contributors (hereinafter "Contributors" or "Development Partners"), a template of which is annexed hereto as ANNEX B;

WHEREAS, the Government may request to utilize technical cooperation provided by organizations of the United Nations system (hereinafter "Participating United Nations Organizations" or "UN Implementing Entities"), for the provision of capacity building and

technical support to be funded by the SLERF, and towards that end, the relationship between the UN Implementing Entities and the Administrative Agent will be governed by the Memorandum of Understanding for Multi-Partner Trust Funds Using Pass-Through Fund Management relating to the SLERF (annexed hereto as ANNEX C); and

WHEREAS, this Memorandum of Agreement governs the relationship between UNDP and the Government, including MOFED as well as the related Agreements with the Contributors and Participating UN Organizations (ANNEXES B and C);

NOW, THEREFORE, the Government and the Administrative Agent (hereinafter "the Parties") agree as follows:

Article 1

Establishment of the SLERF

1. The signature of this Memorandum of Agreement (hereinafter the "MOA") is an additional step in the full commencement of the SLERF. The establishment of the SLERF shall facilitate the effective and efficient collaboration between the Government, Contributors, the National and UN Implementing Entities, the Administrative Agent, and other stakeholders for the implementation of the SLERF, as set out in the Fund TOR. All terms defined in the Fund TOR are used in this MOA in the same manner as though set out and defined in full herein
2. The SLERF shall be governed by the **Steering Board** that will, inter alia, determine the strategic priorities for the SLERF and approve projects for SLERF financing. The Steering Board will serve as the primary coordination and governance mechanism, as described in the Fund TOR. The Steering Board will be co-chaired by the Minister of MOFED and the Chief of Staff and include representatives of relevant line Ministries and Contributors, on a rotating basis, the UN Resident Coordinator and other members approved by the SLERF Steering Board.
3. The Development Assistance Coordination Office (DACO) of the MOFED will serve as the SLERF Secretariat and perform the activities detailed in the SLERF Operations Manual.
4. SLERF-financed activities undertaken by the National Implementing Entities and funded through contributions administered by the MPTF Office, shall be carried out on the basis of the National Regulatory Framework, provided the laws, regulations and procedures do not contravene the principles set out in UNDP's regulations and rules, policies and procedures, while the SLERF-financed activities undertaken by the Participating UN Organizations shall be carried out on the basis of their own regulations rules, policies and procedures in accordance with ANNEX C.
5. The Government and UNDP shall consult closely with respect to the management and other support services provided under this MOA. The Government shall ensure that all

necessary support is given by the relevant Sierra Leonean authorities to UNDP to facilitate the activities to be carried out by UNDP further to the SLERF. The SLERF will establish the Operational Manual, consistent with the Fund TOR for approval by the Steering Board.

6. Resources from the SLERF, including interest accrued to the SLERF Account, will be utilized for the purpose of meeting the direct and indirect costs of programmes undertaken by the National Implementing Entities and Participating UN Organizations, as well as meet the direct costs related to its administration, SLERF Secretariat and required SLERF-wide evaluations. Details of such proposals, including respective budgets and description of the National Implementing Entities and Participating UN Organizations will be set out in the relevant programme documents and/or proposals, approved by the Steering Board.

Article 2

The Administrative Agent

7. The Government hereby engages UNDP, through its MPTF Office, to administer the SLERF on its behalf, in accordance with the Fund TOR. UNDP shall use its multi-donor trust fund management mechanism adapted for the management support services arrangements described herein.

8. Upon signature of this MOA, UNDP will conclude on behalf of the Government Standard Administrative Arrangements (SAAs) with the Contributors/Development Partners for receipt of funds and the Memorandum of Understanding (MOU) with the Participating UN Organizations who may be requested by the Government to provide technical cooperation for SLERF-financed activities.

9. The MPTF Office as Administrative Agent will carry out the following functions:

- (a) Receive financial contributions from Contributors and deposit those in the SLERF Account;
- (b) Administer the funds received, in accordance with UNDP regulations, rules, policies and procedures and the SLERF TOR;
- (c) In accordance with the decisions of the Steering Board, and subject to availability of funds disburse the funds to (i) National Implementing Entities through MOFED upon instruction from the Steering Board, and (ii) Participating UN Organizations upon instruction from the Steering Board, in both cases taking into account the budget set out in the approved programmatic document¹, as amended in writing from time to time by the Steering Board;

¹ As used in this document, an approved programmatic document refers to projects or programmes which are approved by the Steering Board for fund allocation purposes.

- (d) Consolidate statements and reports, based on submissions provided to the Administrative Agent by MOFED, based on the submissions of each National Participating Organization, and by the Participating UN Organizations, as set forth in Article 5, and provide these to MOFED, the Steering Board and Contributors through the SLERF Secretariat;
- (e) As applicable, provide final reporting; and
- (f) Disburse funds to MOFED and to any National Implementing Entity through the Central Bank of Sierra Leone or Participating UN Organization for any additional costs of the non-fund administration tasks that the Steering Board may decide to allocate to any of the aforementioned in accordance with the Fund TOR.

10. The Administrative Agent will conclude the Standard Administrative Arrangement with each Contributor that wishes to provide financial support to the SLERF through the Administrative Agent. The Administrative Agent will not agree with the Contributor to amend the terms of ANNEX B without prior written agreement of MOFED. The Administrative Agent and MOFED will ensure the posting of a copy of the Standard Administrative Arrangement, as well as information on contributions, on the SLERF webpages of the website of the Administrative Agent (<http://mptf.undp.org>).

11. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each Contributor signing a Standard Administrative Arrangement, to meet its costs of performing the functions described in this Memorandum of Agreement.

Article 3 **Financial Matters**

The Administrative Agent

12. UNDP, as the Administrative Agent of the SLERF, will establish a separate ledger account (hereinafter, the "SLERF Account") under its financial regulations and rules for the receipt and administration of the funds received pursuant to a Standard Administrative Arrangement. The SLERF Account will be administered by the UNDP, in accordance with the UNDP's applicable regulations, rules, policies and procedures, including those relating to interest. The SLERF Account will be subject exclusively to the internal and external auditing procedures laid down in the applicable UNDP financial regulations, rules, policies and procedures.

13. The Administrative Agent will not absorb gains or losses on currency exchanges, which will increase or decrease the funds available for disbursements to MOFED, the National Implementing Entities and Participating UN Organizations.

14. Subject to the availability of funds, the Administrative Agent will make disbursements from the SLERF Account based on decisions from the Steering Board, in line with the budget set forth in the programmatic document, as amended from time to time by the Steering Board.

15. The Administrative Agent will normally make each disbursement to the MOFED within a maximum of five (5) business days after receipt of the relevant approved programmatic document and instruction from the Steering Board, in line with the SLERF TOR, along with a copy of the relevant approved programmatic document. The Administrative Agent will transfer funds through wire transfer. MOFED will advise the Administrative Agent in writing of the bank account for transfers pursuant to this MOA. When making a transfer, the Administrative Agent will notify MOFED, of the following: (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from the UNDP in respect of the SLERF pursuant to this MOA.

16. The Administrative Agent will make disbursement to Participating UN Organizations based on the decision of the Steering Board. The detail will be described in the respective Memorandum of Understanding signed between them and the Administrative Agent (ANNEX C).

17. Where the balance in the SLERF Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Steering Board and make a disbursement, if any, in accordance with the Steering Board's instructions through MOFED.

Ministry of Finance and Economic Development (MOFED)

18. The Government has designated MOFED to serve as the primary interlocutor on all aspects of the SLERF including with respect to the Administrative Agent. MOFED assumes full programmatic and financial accountability for the funds disbursed to the MOFED's Account in the Central Bank of Sierra Leone by the Administrative Agent.

19. In order to carry out activities funded by the SLERF, National Implementing Entities shall submit eligible proposals through the SLERF Secretariat. The Steering Board shall review and approve the proposals recommended for funding. It is understood that National Implementing Entities will receive funds and carry out activities on the basis of the National Regulatory Framework, in accordance with Article 1, Paragraph 2.

20. MOFED will establish, and have each National Implementing Entity establish, a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it by the Administrative Agent from the SLERF Account. That separate ledger account will be (i) administered by the National Implementing Entities in accordance with the "National Regulatory Framework", provided the laws, regulations and procedures under such frameworks do not contravene the principles set out in UNDP's regulations and rules, policies

and procedures, and (ii) subject to reviews, and internal and external auditing requirements in accordance with the Sierra Leone Audit Act of 2014.

21. MOFED will use, and have the National Implementing Entities, use, the funds disbursed from the Administrative Agent to carry out the activities for which they are responsible as set out in the approved programmatic document. MOFED, and through it the National Implementing Entities, will commence and continue to conduct operations for the programmatic activities only upon receipt of disbursements as instructed by the Steering Board. MOFED, and through it the National Implementing Entities, will not make any commitments above the approved budget in the approved programmatic document, as amended from time to time by the Steering Board. If there is a need to exceed the budgeted amount, the National Implementing Entities will submit a supplementary budget request to the Steering Board.

The Participating UN Organizations

22. Utilization of funding by Participating UN Organizations will be in accordance with the provisions of the respective Memorandum of Understanding signed between the Participating UN Organizations and the Administrative Agent (ANNEX C).

Contributors

23. The Contributors will make their contributions in accordance with the provisions of the Standard Administrative Arrangements (ANNEX B).

Article 4 **Activities of the SLERF**

The Role of MOFED

24. Before the Administrative Agent will disburse funds to a National Implementing Entity through MOFED, MOFED will reach an agreement with each concerned National Implementing Entity setting out the terms and conditions regarding receipt of funds from the SLERF, consistent with this MOA and the Fund TOR. MOFED will ensure that each National Implementing Entity is responsible for the activities specified in its proposal, in accordance with the decisions of the Steering Board and the National Regulatory Framework.

25. After approval of a National Implementing Entity's proposal, Steering Board will instruct the Administrative Agent to disburse the approved amount to the MOFED account in the Central Bank of Sierra Leone.

26. MOFED through the Steering Board will take the necessary steps to ensure that National Implementing Entities have the required capacities to accomplish their commitments in accordance the National Regulatory Framework.

27. Any modifications to the scope of the approved programmatic document, including as to its nature, content, sequencing or the duration thereof will be subject to mutual agreement in writing between MOFED, the relevant National Implementing Entity and the Steering Board. MOFED will promptly notify the Administrative Agent of any change in the budget approved by the Steering Board, as set out in the programmatic document of any National Implementing Entity. For SLERF funded activities undertaken by the National Implementing Entities, on the termination or expiration of this MOA, the ownership of equipment, supplies and other property financed from the SLERF shall vest in the Government.

28. MOFED will ensure that where a National Implementing Entity wishes to carry out its activities through or in collaboration with third parties, it will be responsible for discharging all commitments and obligations with such third parties, and the Administrative Agent will not be responsible for doing so.

29. In carrying out their activities, neither MOFED nor the National Implementing Entity will be considered as an agent of the Administrative Agent, nor will the personnel of one be considered as staff members, personnel or agents of the other. Without restricting the generality of the preceding sentence, the Administrative Agent will not be liable for the acts or omissions of MOFED, the National Implementing Entities, or their personnel, or of persons performing services on their behalf.

30. MOFED will advise the Administrative Agent in writing when all activities for which the National Implementing Entities are responsible under the respective approved programmatic document have been completed.

31. MOFED recognizes that it is important to take all necessary precautions to avoid inappropriate practices. To this end, it will guarantee the application of the National Regulatory Framework for the use of public funds by National Implementing Entities. In the event that MOFED determines that an allegation in relation to the implementation of activities – including corrupt, fraudulent, collusive or coercive practices that may have taken place - is credible enough to warrant an investigation, it will promptly notify the Steering Board and the Administrative Agent and the appropriate Sierra Leonean regulatory and control bodies, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with by the appropriate entity of the Government in charge of such investigations. Upon completion of the investigation, MOFED will inform the Steering Board and the Administrative Agent about the results of the investigation which will be handled in accordance with the National Regulatory Framework.

32. MOFED recognizes that the Contributors reserve the right to discontinue future contributions if reporting obligations are not met as set forth in the Standard Administrative Arrangement or if there are substantial deviations from agreed plans and budgets. If it is agreed among the Steering Board, MOFED, Contributors and the Administrative Agent that there is evidence of improper use of funds by National Implementing Entities, MOFED will repay an

amount equivalent to the amount of the funds found to have been misused, into the Fund's Account from its own resources. Should repayment to the Fund Account not occur within a reasonable period of time as shall be established by the Steering Board, the Contributors may elect to terminate any further fund transfer to the programmatic activity in question.

33. In cases of serious or wide-spread fraud that are judged to be harmful to the reputation of the Fund, the Contributors in consultation with the Steering Board will suspend all further fund transfers until adequate remedial measures have been taken. Once actions have been taken, the case will be presented to and discussed with the Steering Board. In cases where the Government, Contributors and Administrative Agent are unable to reach consensus on a corrective course of action, final decision-making in relation to the future disbursement will lie with the donors, and final decision-making in relation to sanctioning individuals under Sierra Leone law will lie with the Government and will be based on the National Regulatory Framework.

The Role of Participating UN Organizations

34. Activities of the Participating UN Organizations will be carried out in accordance with the provisions contained in the respective Memorandum of Understanding signed between the Participating UN Organizations and the Administrative Agent (ANNEX C).

The Contributors

35. The Contributors will participate in the SLERF in accordance with the Fund TOR.

Article 5 Reporting

36. The National Implementing Entities through MOFED, and the Participating UN Organizations in accordance with the respective Memorandum of Understanding (ANNEX C), will provide the Administrative Agent with the following statements and reports, as set forth in the SLERF TOR:

- (a) Annual financial statements and reports as well as narrative progress reports as of 31 December with respect to the funds disbursed to it from the SLERF Account and activities performed and results achieved, to be provided no later than four months (30 April) after the end of the calendar year;
- (b) Final narrative reports, after the completion of the activities in the approved programmatic document, to be provided no later than four months (30 April) of the year following the financial closing of the programme. The final report will

give a summary of results and achievements compared to the goals and objectives specified in the programmatic document;

- (c) Certified final financial statements and final financial reports after the completion of the activities in the approved programmatic document to be provided no later than six months (30 June) of the year following the financial closing of the related programmes.

37. The Administrative Agent will prepare consolidated narrative progress and financial reports, based on the reports referred to in Paragraph 36 (a) to (c) above, and will provide those consolidated reports to MOFED, the Steering Board, and each Contributor to the SLERF Account, through the SLERF Secretariat, by 31 May of each year.

38. The Administrative Agent will also provide MOFED, Steering Board and Contributors through the SLERF Secretariat with the following statements on its activities:

- (a) Certified annual financial statement ("Source and Use of Funds") to be provided no later than five months (31 May) after the end of the calendar year; and
- (b) As applicable, 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 SLERF.

39. Consolidated reports and related documents will be posted on the SLERF webpages of the websites of the Administrative Agent (<http://mptf.undp.org>).

Article 6

Monitoring and Evaluation

40. Monitoring and evaluation of the SLERF including, as necessary and appropriate, joint evaluation by the Government, MOFED, the Contributors, the Administrative Agent, and other partners, will be undertaken in accordance with the provisions contained in the SLERF TOR.

41. MOFED, the SLERF Secretariat, the National Implementing Entities , Participating UN Organizations, Contributors, and the Administrative Agent, through the Steering Board, will hold annual consultations, as appropriate, to review the status of the SLERF.

Article 7

Audit

42. MOFED, and through it the National Implementing Entities, will be audited in accordance with the Sierra Leone Audit Act of 2014. The Participating UN Organizations and the

Administrative Agent will be audited in accordance with their own Financial Regulations and Rules further to ANNEX C.

Article 8
Joint Communication

43. MOFED will take appropriate measures to publicize the SLERF and to give due credit to the other stakeholders. Information given to the press, to the beneficiaries of the SLERF, all related publicity material, official notices, reports and publications, will acknowledge the leading role of the Government, the Contributors, MOFED, the Administrative Agent and any other relevant entities. In particular, the Administrative Agent will include and ensure due recognition of the role of the Government, MOFED, national partners, National Implementing Entities, Participating UN Organizations and Contributors in all external communications relating to the SLERF.

44. The Administrative Agent in consultation with MOFED will ensure that decisions regarding the review and approval of the SLERF, periodic reports on the progress of SLERF-financed activities and associated external evaluation are posted, where appropriate, for public information on the SLERF webpages of the website of the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include Steering Board approved programmes, fund level annual financial and progress reports and external evaluations, as appropriate.

Article 9
Entry into Force, Expiration, Modification

45. This MOA will come into effect upon signature by authorized representatives of the Parties and will continue in full force and effect until it is terminated.

46. The SLERF has a termination date 31 December 2018.

47. This MOA will expire upon the winding up of the SLERF or upon its termination by the Government, subject to the continuance in force of paragraph 49 below for the purposes therein stated. In addition, the MOA may be terminated upon 180 days notice, upon mutual agreement of the Parties, subject to the continuance in force of paragraph 48 below for the purposes therein stated.

48. This MOA may be modified only by written agreement between the Parties.

49. Commitments assumed by the Parties under this MOA will survive the expiration or termination of this MOA to the extent necessary to permit the orderly conclusion of the activities 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 SLERF Account, in the MOFED Account in the Central Bank of Sierra Leone, or in individual National or Participating UN Organization's separate ledger accounts upon winding up of the SLERF will be used for a purpose as decided by the Steering Board and Contributors or returned to the Contributor(s) in proportion to their contribution to the SLERF as decided upon by the Contributor and Steering Board.

Article 10

Notices

50. Any action required or permitted to be taken under this MOA may be taken on behalf of the Government, by the Minister of Finance and Economic Development, or his designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator of the UNDP MPTF Office, or her designated representative.

51. Any notice or request required or permitted to be given or made in this MOA 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 Government:

Name: Honorable Kaifala Marah
Title: Minister, Ministry of Economy and Economic Development (MOFED)
Address: Treasury Building, George Street, Freetown, Sierra Leone
Telephone: +232 76 111 393
Facsimile: +232 22 228355
Electronic mail: kmarrah@mofed.gov.sl

For the Administrative Agent:

Name: Jennifer Topping
Title: Executive Coordinator, MPTF Office, UNDP
Address: 304 45th Street, 11th Floor, New York, NY 10017, USA
Telephone: +1 212 906 6880
Facsimile: +1 212 906 6990
Electronic mail: jennifer.topping@undp.org

Article 11

General Provisions

52. In the event of any controversy, claim or dispute between the Parties arising out of this MOA or the breach thereof, the Parties shall seek an amicable resolution thereof through good faith direct negotiations.

53. The Government agrees that the provisions of the Standard Basic Assistance Agreement (SBAA) signed between UNDP and the Government, relating to UNDP's assistance to the country signed on 4 January 1978 shall apply to UNDP and its personnel carrying out the management and other support services provided hereunder, except that the funds contributed shall be deemed resources of the Government.

54. In accordance with the SBAA, the Government shall bear all risks of operations arising under this Agreement and shall be responsible for dealing with claims which may be brought by third parties against UNDP, its officials or other persons performing services on its behalf, and shall hold them and UNDP harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Government and UNDP agree that claims or liabilities arise from the gross negligence or willful misconduct of the above-mentioned persons.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have signed this MOA in English, in two copies.

On behalf of the Government of Sierra Leone:

On behalf of UNDP:

Signature: _____
Name: Kaifala Marah (Dr.) _____
Title: Minister, Ministry of Finance
and Economic Development
Place: Freetown, Sierra Leone
Date: _____

Signature: _____
Name: Jennifer Topping
Title: Executive Coordinator, MPTF Office
Place: Freetown, SL
Date: 22/12/2015

ANNEX 1 – Sierra Leone Ebola Recovery Fund's (SLERF) Terms of Reference

ANNEX 2 – Standard Administrative Arrangement (SAA) between a Contributor and the Administrative Agent

ANNEX 3 – Memorandum of Understanding (MOU) between Participating UN Organizations and the Administrative Agent