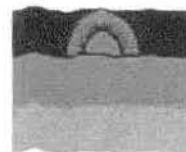




UNITED NATIONS  
MALAWI

*Delivering together in  
Malawi*



**STANDARD ADMINISTRATIVE AGREEMENT  
BETWEEN  
THE FLEMISH GOVERNMENT  
AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
REGARDING THE  
ONE UN FUND IN MALAWI**

**WHEREAS**, Participating United Nations Organizations that have signed a Memorandum of Understanding (hereinafter referred to collectively as the "Participating UN Organizations") have developed a **One UN Fund in Malawi** (hereinafter referred to as the "**Fund**"), starting on **01 December 2008** and ending on **31 December 2011**, have extended the Fund through **30 June 2012**, and have developed the second phase of the Fund to correspond to the UNDAF 2012-2016 starting on 1 January 2012 and ending on **31 December 2016** as may be amended from time to time, as part of their respective development cooperation with the Government of **Malawi**, as more fully described in the **Terms of Reference of the One Fund Phase II** (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 "UNCT Special Session") to facilitate the effective and efficient collaboration between the Participating UN Organizations and the **Government of Malawi** for the implementation of the **Fund**;

**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 **the Fund**) in a Memorandum of Understanding (hereinafter referred to as "MoU") concluded between, the Administrative Agent and Participating UN Organizations on 1 July 2012, 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 "One Fund Account"); and

**WHEREAS**, the **Flemish Government** (hereinafter referred to as the "Donor") wishes to provide financial support to the **Fund** on the basis of the approved **Programmatic document** as part of its development cooperation with the Government of **Malawi** 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 One Fund Account**

1. The Donor decides to make a contribution of **Two Hundred Thousand Euro**(200,000 €), earmarked for the Humanitarian Window within the One UN Fund in Malawi and such further amounts as it may decide (hereinafter referred to as the "**Contribution**") to support the **One Fund**. The Contribution will enable the Participating UN Organizations to support the **One Fund** in accordance with the **FUND TOR**, as amended from time to time in writing by the **UNCT Special Session**. The Donor authorizes the Administrative Agent to use the Contribution for the purposes of the **One 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 **One 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 C to this Arrangement, in convertible currencies of unrestricted use, to the following account:

*For payment in Euro:*

Name of Account:	UNDP Contributions Account
Account Number:	600862722022
Name of Bank:	Bank of America London
Address of Bank:	5 Canada Square London E14 5AQ England
SWIFT:	BOFAGB22
IBAN:	GB59 BOFA 1650 5062 7220 22
Reference:	One Fund MalawiAccount

3. When making a transfer to the Administrative Agent, the Donor will notify the Administrative Agent's Treasury Operations at [mptfo.treasury@undp.org](mailto:mptfo.treasury@undp.org) and the MPTF Office at [executivecoordinator.mptfo@undp.org](mailto:executivecoordinator.mptfo@undp.org) of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from the Flemish Government in respect of the **One Fund** in **Malawi** pursuant to this Arrangement. The Administrative Agent will promptly acknowledge receipt of funds in writing.

4. 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 **One 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 **One 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 UNCT Special Session may request any of the Participating UN Organizations, to perform additional tasks in support of the **One 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 **UNCT Special Session** be charged to the **One 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 **One Fund Account** in accordance with instructions from the **UNCT Special Session**, in line with the approved **Programmatic document**, as amended in writing from time to time by the **UNCT Special Session**. The disbursement to the Participating UN Organizations will consist of direct and indirect costs as set out in the Programme 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 **One 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. Where the balance in the **One Fund Account** on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the **UNCT Special Session** and make a disbursement, if any, in accordance with the **UNCT Special Session'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 **UNCT Special Session** 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 **One Fund** will be recovered as direct costs.
5. The Participating UN Organizations will commence and continue to conduct operations for the Programme activities only upon receipt of disbursements as instructed by the **UNCT Special Session**.
5. The Participating UN Organizations will not make any commitments above the budgeted amounts in the approved **Programmatic document**, as amended from time to time by the **UNCT Special Session**.
6. If unforeseen expenditures arise, the **UNCT Special Session** 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 **One 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 **UNCT Special Session** and the Administrative Agent, credit any funds so recovered to the **One Fund Account** or agree with the **UNCT Special Session** to use these funds for a purpose mutually agreed upon. Before withholding future contributions or requesting recovery of funds and credit to the **One 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 coercive practices. To this end, as set out in the MoU between the Administrative Agent and Participating UN Organizations regarding the Operational Aspects of the **One Fund**, each Participating UN Organization will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt, fraudulent, collusive or coercive 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, the **UNCT Special Session**, 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 **approved Programmatic document**:

- (a) 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;
- (b) 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 **One Fund Account**, to be provided no later than five months (31 May) after the end of the calendar year;

- (c) 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 **One Fund**. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the **One Fund**.
- (d) 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 **One Fund**.

2. The Administrative Agent will provide the Donor, **UNCT Special Session** 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 websites of the UN in **Malawi** ([www.unmalawi.org](http://www.unmalawi.org)) and the Administrative Agent (<http://mptf.undp.org/factsheet/fund/MW100>).

## **Section VI** **Monitoring and Evaluation**

1. Monitoring and evaluation of the **One Fund** including, as necessary and appropriate, joint evaluation by the Participating UN Organizations, the Administrative Agent, the Donor, the **Government of Malawi** and other partners will be undertaken in accordance with the **approved Programmatic document**.

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

**Section VII**  
**Joint Communication**

1. Information given to the press, to the beneficiaries of the **One Fund**, all related publicity material, official notices, reports and publications, will acknowledge the role of the Government of **Malawi**, the donors, the Participating UN Organizations, the Administrative Agent and any other relevant entities.

The Administrative Agent in consultation with the Participating UN Organizations will ensure that decisions regarding the review and approval of the **One Fund** as well as periodic reports on the progress of implementation of the **One Fund**, associated external evaluations are posted, where appropriate, for public information on the websites of the UN in **Malawi**([www.unmalawi.org](http://www.unmalawi.org)) and the Administrative Agent (<http://mptf.undp.org/factsheet/fund/MW100>).

2. Such reports and documents may include **UNCT Special Session** 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 **One Fund Account** or in the individual Participating UN Organizations' separate ledger accounts upon completion of the **One Fund** will be used for a purpose mutually agreed upon or returned to the donor(s) in proportion to their contribution to the One Fund as decided upon by the donor(s) and the UNCT Special Session.



## Section IX

### Notices

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

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: Anne Van Autreve

Title: Acting Administrator-General

Address: Boudewijnlaan 30, box 82, 1000 Brussels, BELGIUM

Telephone: + 32 2 553 00 77

Facsimile: +32 2 553 01 70

Electronic mail: [anne.vanautreve@iv.vlaanderen.be](mailto:anne.vanautreve@iv.vlaanderen.be)

#### *For the Administrative Agent:*

Name: Bisrat Aklilu

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: [bisrat.aklilu@undp.org](mailto:bisrat.aklilu@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.

Section XI  
Settlement of Disputes


1. Any dispute arising out of the Donor's Contribution to the **One UN Fund in Malawi** 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.

**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: *on behalf of the Acting Administrator - General.*

Signature: 

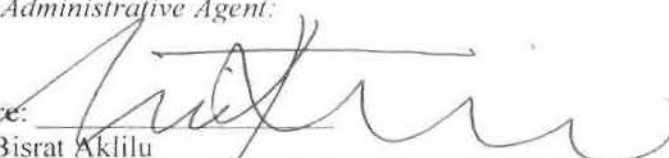
Name:

Title: *Nicholas Borcher*

Place: *Country Representative, FICA - Malawi*

Date: *Lilongwe, Malawi*

For the Administrative Agent:

for Signature: 

Name: Bisrat Aklilu

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: [bisrat.aklilu@undp.org](mailto:bisrat.aklilu@undp.org)

The present Arrangement has been signed in the presence of:

for Signature:  *RCai*

Name: Mr. Richard Dictus

Title: UN Resident Coordinator in Malawi

Place: Lilongwe

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

- ANNEX A: One Fund Terms of Reference
- ANNEX B: Humanitarian window Terms of Reference and One Fund MoU
- ANNEX C: Schedule of Payments

**SCHEDULE OF PAYMENTS**

**Schedule of Payments:**

**Amount:**

Upon signature of the SAA

200,000 €