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Ouvrer pour que les  
populations rurales pauvres  
se libèrent de la pauvreté

## **Mémoire d'accord type relatif au Fonds d'affectation spéciale pluripartenaires pour "l'accélération des progrès en faveur de l'autonomisation économique des femmes rurales"**

### **Note pour les représentants au Conseil d'administration**

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Conseil d'administration — Cent dixième session  
Rome, 10-12 décembre 2013

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Pour: **Information**

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## **Sigles et acronymes**

- |     |   |
|-----|---|
| FAO | Organisation des Nations Unies pour l'alimentation et l'agriculture |
| PAM | Programme alimentaire mondial                                       |

# **Mémorandum d'accord type relatif au Fonds d'affectation spéciale pluripartenaires pour "l'accélération des progrès en faveur de l'autonomisation économique des femmes rurales"**

## **I. Introduction**

1. En novembre 2012, le FIDA a signé avec l'Entité des Nations Unies pour l'égalité des sexes et l'autonomisation des femmes (ONU-Femmes), l'Organisation des Nations Unies pour l'alimentation et l'agriculture (FAO) et le Programme alimentaire mondial (PAM) un programme conjoint d'une durée de cinq ans pour "l'accélération des progrès en faveur de l'autonomisation économique des femmes rurales" (le Programme conjoint), qui sera exécuté dans sept pays: l'Éthiopie, le Guatemala, le Kirghizistan, le Libéria, le Népal, le Niger et le Rwanda. Le FIDA et ONU-Femmes sont les organisations chefs de file des activités conduites dans le pays en Éthiopie.
2. Dans le cadre du Programme conjoint, le FIDA a signé un mémorandum d'accord avec la FAO, le PAM et ONU-Femmes pour la création d'un fonds d'affectation spéciale géré par le Bureau des fonds d'affectation spéciale pluripartenaires dont le siège est au Programme des Nations Unies pour le développement (PNUD).

## **II. Objet**

3. Le dispositif du Fonds d'affectation spéciale pluripartenaires servira à acheminer les fonds des donateurs du Programme conjoint jusqu'aux bénéficiaires finals.
4. Les parties au Mémorandum d'accord ont nommé le PNUD, par l'intermédiaire de son Bureau des fonds d'affectation spéciale pluripartenaires, Agent administratif chargé d'administrer et de gérer les fonds.
5. L'Agent administratif signera avec chacun des donateurs du Programme conjoint un accord administratif type pour le transfert de la contribution de chaque donateur dudit programme au Fonds d'affectation spéciale pluripartenaires.
6. En outre, l'Agent administratif fera office d'interface administrative entre les partenaires et les donateurs. Les fonds destinés au Programme conjoint seront mobilisés par les organisations participantes dans le cadre d'actions de levée de fonds.

**STANDARD MEMORANDUM OF UNDERSTANDING (MOU) FOR  
THE “ACCELERATING PROGRESS TOWARDS THE ECONOMIC  
EMPOWERMENT OF RURAL WOMEN” MULTI-PARTNER  
TRUST FUND**



**Memorandum of Understanding  
between  
Participating UN Organizations<sup>1</sup>  
and  
the United Nations Development Programme  
regarding the Operational Aspects of the  
the Multi-Partner Trust Fund:  
“Accelerating Progress towards the Economic Empowerment of Rural Women”**

**WHEREAS**, the **Participating United Nations Organizations** signing this Memorandum of Understanding (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a **Multi - Partner Trust Fund: “Accelerating progress towards the economic empowerment of rural women”** starting on **15 October 2012** and ending on **14 October 2017** (hereinafter referred to as the “Fund”), as may be amended from time to time, as part of their respective development cooperation with the Governments of **Ethiopia, Guatemala, Kyrgyzstan, Liberia, Nepal, Niger and Rwanda**, as more fully described in the Terms of Reference of the Fund dated **18 March 2013**, (hereinafter referred to as the “TOR”, a copy of which is attached hereto as ANNEX A,

**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 Organizations have agreed to establish an international coordination mechanism (hereinafter referred to as the “International Steering Committee”) to facilitate the effective and efficient collaboration between the Participating UN Organizations and the Donors to oversee the allocation of funds, priorities regarding the implementation modalities and reporting of the Fund;

**WHEREAS**, the Participating Organizations have agreed to establish a locally based coordination mechanism (hereinafter referred to as the “National Steering Committee” to oversee the allocation of funds to the different components of the country’s programme, review and approve the periodic reports and review findings of audit reports.

**WHEREAS**, the Participating UN Organizations have further agreed to ask the United Nations Development Programme to serve as the administrative interface between the donors and the Participating UN Organizations and for these purposes, the United Nations Development Programme **through the Multi-Partner Trust Fund Office (MPTF Office)** has agreed to do so in accordance with this Memorandum of Understanding.

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<sup>1</sup> As indicated in the signature blocks.

**NOW, THEREFORE**, the Participating UN Organizations and the United Nations Development Programme (hereinafter referred to collectively as the "Participants") hereby agree as follows:

**Section I**  
**Appointment of Administrative Agent; its Status, Duties and Fee**

1. The Participating UN Organizations hereby appoint the United Nations Development Programme through the **MPTF Office** (hereinafter referred to as the "Administrative Agent") to serve as their Administrative Agent in connection with the Fund, in accordance with the terms and conditions set out in this Memorandum of Understanding. The Administrative Agent accepts this appointment on the understanding that the Participating UN Organizations assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. This appointment will continue until it expires, or is terminated, in accordance with Section VIII below.

2. On behalf of the Participating UN Organizations, the Administrative Agent will:
- (a) Receive contributions from donors that wish to provide financial support to the Fund;
  - (b) Administer such funds received, in accordance with this Memorandum of Understanding including the provisions relating to winding up the Fund Account and related matters;
  - (c) Subject to availability of funds, disburse such funds to each of the Participating UN Organizations in accordance with instructions from the National Steering Committee, taking into account the budget set out in the approved programmatic document<sup>2</sup>, as amended in writing from time to time by the National Steering Committee;
  - (d) Consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization, as set forth in the TOR, and provide these to each donor that has contributed to the Fund Account and to the International/National Steering Committees;
  - (e) Provide final reporting, including notification that the Fund has been fully expended or has been wound up in accordance with the Fund TOR, in accordance with Section IV below;
  - (f) Disburse funds to any Participating UN Organization for any additional costs of the task that the National Steering Committee may decide to allocate (as referred to in Section I, Paragraph 3) in accordance with TOR.

<sup>2</sup> 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 National Steering Committee for fund allocation purposes.

3. The National 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 above and subject to the availability of funds. Costs for such tasks will be agreed in advance and with the approval of the National Steering Committee be charged to the Fund as direct costs.

4. The Administrative Agent will enter into a Standard Administrative Arrangement, in the form attached hereto as ANNEX B (hereinafter referred to as an "Administrative Arrangement"), with each donor that wishes to provide financial support to the Fund through the Administrative Agent. The Administrative Agent will not agree with the Donor to amend the terms of Annex B without prior written agreement of the Participating UN Organizations. The Administrative Agent will ensure the posting of a copy of the Administrative Arrangement it enters into, as well as information on donor contributions, on the website of the Administrative Agent (<http://mptf.undp.org>), as well as the website of the UN Women, as appropriate.

5. None of the Participating UN Organizations will be responsible for the acts or omissions of the Administrative Agent or its personnel, or of persons performing services on its behalf, except in regard to its respective contributory acts or omissions. With respect to contributory acts or omissions of the Participating UN Organizations, the resulting responsibility will be apportioned among them or any one of them to the extent of such contributory acts or omissions, or as may otherwise be agreed. In addition, donors will not be directly responsible for the activities of any person employed by the Participating UN Organizations or the Administrative Agent as a result of this Memorandum of Understanding.

6. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each donor signing an Administrative Arrangement, to meet the Administrative Agent's costs of performing the Administrative Agent's functions described in this Memorandum of Understanding.

7. Where the Administrative Agent is also a Participating UN Organization, a clear delineation, including distinct reporting lines and an accountability framework, will be established and maintained within the organization designated as the Administrative Agent between its functions as an Administrative Agent and its functions as a Participating UN Organization.

## **Section II** **Financial Matters**

### **The Administrative Agent**

1. The Administrative Agent will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received pursuant to Administrative Arrangement (hereinafter, the "Fund Account"). 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.

2. The Administrative Agent will not absorb gains or losses on currency exchanges which will increase or decrease the funds available for disbursements to Participating UN Organizations.

3. Subject to the availability of funds, the Administrative Agent will make disbursements from the Fund Account based on instructions from the National Steering Committee, in line with the budget set forth in the programmatic document, as amended from time to time by the National Steering Committee and the overall allocations made by the International Steering Committee. The disbursements will consist of direct and indirect costs as set out in the budget.

4. The Administrative Agent will normally make each disbursement within three (3) to five (5) business days after receipt of the relevant approved programmatic document, in accordance with the instructions received from the National Steering Committee in line with the TOR, along with a copy of the relevant approved programmatic document, signed by all the parties concerned. The Administrative Agent will transfer funds to each Participating UN Organization through wire transfer. Each Participating UN Organization will advise the Administrative Agent in writing of the bank account for transfers pursuant to this Memorandum of Understanding. When making a transfer to a Participating UN Organization, the Administrative Agent will notify that Participating UN Organization's Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from the United Nations Development Programme in respect of the Fund, pursuant to this Memorandum of Understanding.

5. 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 National Steering Committee and make a disbursement, if any, in accordance with the National Steering Committee's instructions.

#### The Participating UN Organizations

6. 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 by the Administrative Agent from the Fund Account. 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 concerned.

7. Each Participating UN Organization will use the funds disbursed to it by the Administrative Agent from the Fund Account to carry out the activities for which it is responsible as set out in the approved programmatic document, as well as for its indirect costs. The Participating UN Organizations will commence and continue to conduct

operations for the programmatic activities only upon receipt of disbursements as instructed by the National Steering Committee. The Participating UN Organizations will not make any commitments above the approved budget in the approved programmatic document, as amended from time to time by the National Steering Committee. If there is a need to exceed the budgeted amount, the Participating UN Organization concerned will submit a supplementary budget request to the National Steering Committee.

8. 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.

### **Section III** **Activities of the Participating UN Organizations**

1. The implementation of the programmatic activities will be the responsibility of the Participating UN Organizations and will be carried out by each Participating UN Organization in accordance with its applicable regulations, rules, directives and procedures. On the termination or expiration of this Memorandum of Understanding, the matter of ownership of supplies and equipment will be determined in accordance with the regulations, rules, directives and procedures applicable to such Participating UN Organizations, including, where applicable, any agreement with the relevant host Government.

2. Any modifications to scope of the approved programmatic document, including as to their nature, content, sequencing or the duration thereof will be subject to mutual agreement in writing between the relevant Participating UN Organization and the National Steering Committee. The Participating UN Organization will promptly notify the Administrative Agent through the National Steering Committee, of any change in the budget as set out in the programmatic document.

3. Where a Participating UN Organization wishes to carry out its programmatic activities through or in collaboration with a third party, it will be responsible for discharging all commitments and obligations with such third parties, and no other Participating UN Organization, nor the Administrative Agent, will be responsible for doing so.

4. In carrying out their programmatic activities, none of the Participating UN Organizations will be considered as an agent of any of the others and, thus, the personnel of one will not be considered as staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, none of the Participating UN Organizations will be liable for the acts or omissions of the other Participating UN Organizations or their personnel, or of persons performing services on their behalf.



5. Each Participating UN Organization will advise the Administrative Agent in writing when all activities for which it is responsible under the approved programmatic document have been completed.

6. The Participating UN Organizations recognize that the donors reserve the right to discontinue future contributions if reporting obligations are not met as set forth in the Administrative Arrangement; or if there are substantial deviations from agreed plans and budgets. If it is agreed among the donor(s), the Administrative Agent and the concerned Participating UN Organization under the Administrative Arrangement that there is evidence of improper use of funds, the Participating UN Organization will use its best efforts, consistent with its regulations, rules, policies and procedures to recover any funds misused. The Participating UN Organization will, in consultation with the National Steering Committee and the Administrative Agent, credit any funds so recovered to the Fund Account or agree with the National 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.

7. The Participating UN Organizations recognize that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coercive practices. To this end, each Participating UN Organization will maintain standards of conduct that govern the performance of their 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 Financial Regulations and Rules, including regarding procurement. In the event that a Participating UN Organization determines that an allegation in relation to the implementation of activities – including that corrupt, fraudulent, collusive or coercive practices may have taken place - is credible enough to warrant an investigation, it will promptly notify the National Steering Committee and the Administrative Agent, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with in accordance with the Participating UN Organization's accountability and oversight framework and by the Participating UN Organization's unit in charge of investigations. Upon completion of the investigation, the Participating UN Organization will inform the National Steering Committee and the Administrative Agent about the results of the investigation.

8. As an exceptional measure, particularly during the start up phase of the Fund, subject to conformity with their financial regulations, rules and directives, Participating UN Organizations may elect to start implementation of programmatic activities in advance of receipt of initial or subsequent transfers from the Fund Account by using their own resources. Such advance activities will be undertaken in agreement with the National Steering Committee on the basis of funds it has allocated or approved for implementation by the particular Participating UN Organization following receipt by the Administrative Agent of an official commitment form or signature of the Administrative Arrangements by donors contributing to the Fund. Participating UN Organizations will be solely responsible for decisions to initiate such advance activities or other activities outside the parameters set forth above.

#### Section IV Reporting

1. Each Participating UN Organization will provide the Administrative Agent with the following statements and reports prepared in accordance with the accounting and reporting procedures applicable to the Participating UN Organization concerned, as set forth in the TOR. The Participating UN Organizations will endeavour to harmonize their reporting formats to the extent possible.

- (a) Annual narrative progress reports, to be provided no later than three months (31 March) after the end of the calendar year;
- (b) Annual financial statements and reports as of 31 December with respect to the funds disbursed to it from the Fund Account, to be provided no later than four months (30 April) after the end of the calendar year;
- (c) Final narrative reports, 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 four months (30 April) of the year following the financial closing of the Fund. The final report will give a summary of results and achievements compared to the goals and objectives of the Fund; and
- (d) Certified final financial statements and final financial reports 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 six months (30 June) of the year following the financial closing of the Fund.

2. The Administrative Agent will prepare consolidated narrative progress and financial reports, based on the reports referred to in paragraph 1 (a) to (d) above, and will provide those consolidated reports to each donor that has contributed to the Fund Account, as well as the International/National Steering Committees, in accordance with the timetable established in the Administrative Arrangement.

3. The Administrative Agent will also provide the donors, International/National Steering Committees and Participating UN Organizations with the following statements 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.

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

**Section V**  
**Monitoring and Evaluation**

1. Monitoring and evaluation of the Fund will be undertaken in accordance with the provisions contained in the TOR, which are consistent with the respective regulations, rules and procedures of the Participating UN Organizations.
2. The donor(s), the Administrative Agent and the Participating UN Organizations will hold annual consultations, as appropriate, to review the status of the Fund.

**Section VI**  
**Audit**

1. The Administrative Agent and Participating UN Organizations will be audited in accordance with their own Financial Regulations and Rules and, in case of MDTFs, 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.

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

1. Each Participating UN Organization will take appropriate measures to publicize the Fund and to give due credit to the other Participating UN Organizations. 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 host Government, the donors, the Participating UN Organizations, the Administrative Agent and any other relevant entities. In particular, the Administrative Agent will include and ensure due recognition of the role of each Participating UN Organization and national partner in all external communications relating to the Fund.
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 evaluation are posted, where appropriate, for public information on the websites of the Fund and the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include National 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. This Memorandum of Understanding will expire upon winding up of the Fund, subject to the continuance in force of paragraph 5 below for the purposes therein stated.
2. This Memorandum of Understanding may be modified only by written agreement between the Participants.
3. Any of the Participating UN Organizations may withdraw from this Memorandum of Understanding upon giving thirty (30) days' written notice to all other Participants to this Memorandum of Understanding subject to the continuance in force of paragraph 5 below for the purpose therein stated.
4. The Administrative Agent's appointment may be terminated by the Administrative Agent (on the one hand) or by the mutual agreement of all Participating UN Organizations (on the other hand) on thirty (30) days' written notice to the other party, subject to the continuance in force of paragraph 5 below for the purpose therein stated. In the event of such termination, the Participants will agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.
5. Commitments assumed by the withdrawing or terminating Participants under this Memorandum of Understanding will survive the expiration or termination of this Memorandum of Understanding or the termination of the Administrative Agent or withdrawal of a Participating UN Organization 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 Participants hereto and the settlement of contractual liabilities that are 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 agreed upon by the donors and the National Steering Committee.

**Section IX**  
**Notices**

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the Administrative Agent, or his or her designated representative, and on behalf of a Participating UN Organization by the head of office in the respective country (as applicable), or his or her designated representative.
2. Any notice or request required or permitted to be given or made in this Memorandum of Understanding 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 in ANNEX C to this Memorandum of Understanding or

at such other address as the party will have specified in writing to the party giving such notice or making such request.

**Section X**  
**Entry into Effect**

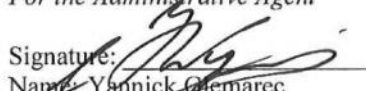
This Memorandum of Understanding will come into effect upon signature by authorized officials of the Participants and will continue in full force and effect until it is expired or terminated.

**Section XI**  
**Settlement of Disputes**

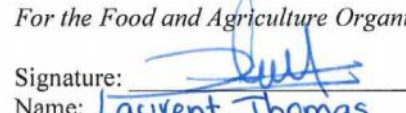
1. The Participants will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Memorandum of Understanding or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days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

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


*For the Administrative Agent*

Signature:   
Name: Yannick Glemarec  
Title: Executive Coordinator, MPTF Office  
Place: New York  
Date: 2 August 2013

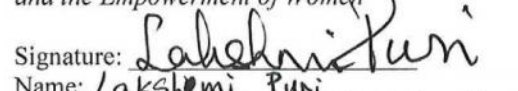
*For the Food and Agriculture Organisation*

Signature:   
Name: Laurent Thomas  
Title: Assistant Director-General, TCDD  
Place: Rome  
Date: 24/06/2013


*For the International Fund for Agricultural Development*

Signature:   
Name: Mohamed Bravogui  
Title: Director Partnership and Resource Mobilization, Sr Advisor to the President  
Place: Rome  
Date: 11 October 2013

*United Nations Entity for Gender Equality and the Empowerment of Women*

Signature:   
Name: Lakshmi Puri  
Title: Acting Executive Director  
Place: New York  
Date: 31 July 2013

*For the World Food Programme*

Signature:   
Name: Claudia von Roell  
Title: Government Partnership Division  
Place: Rome  
Date: 18.6. 2013

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ANNEX A: Terms of Reference

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ANNEX B: Standard Administrative Arrangement between the Donor and the  
Administrative Agent

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ANNEX C: Notices

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ANNEX C

## NOTICES

*For the Administrative Agent:*

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 Title: Executive Coordinator, MPTF Office  
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 Telephone: +1 212 906 6880  
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 Electronic mail: [yannick.glemarec@undp.org](mailto:yannick.glemarec@undp.org)

*For the International Fund for  
Agricultural Development:*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Electronic mail: \_\_\_\_\_

*For the World Food Programme:*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Electronic mail: \_\_\_\_\_

*For the Food and Agriculture  
Organisation*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Electronic mail: \_\_\_\_\_

*United Nations Entity for Gender  
Equality and the Empowerment of  
Women*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 Electronic mail: \_\_\_\_\_

**MÉ MORANDUM D'ACCORD TYPE RELATIF AU FONDS  
D'AFFECTATION SPÉCIALE PLURIPARTENAIRES POUR  
"L'ACCÉLÉRATION DES PROGRÈS EN FAVEUR DE  
L'AUTONOMISATION ÉCONOMIQUE DES FEMMES  
RURALES"**

Le 16 avril 2013

**Mémoire d'accord**  
**entre**  
**les organisations participantes des Nations Unies<sup>1</sup>**  
**et**  
**le Programme des Nations Unies pour le développement**  
**concernant les aspects opérationnels du**  
**Fonds d'affectation spéciale pluripartenaires pour**  
**"l'accélération des progrès en faveur de l'autonomisation économique**  
**des femmes rurales"**

**CONSIDÉRANT** que les **organisations participantes des Nations Unies** signataires du présent Mémoire d'accord (ci-après dénommées collectivement "les organisations participantes des Nations Unies") ont établi un **fonds d'affectation spéciale pluripartenaires pour "l'accélération des progrès en faveur de l'autonomisation économique des femmes rurales"** dont la prise d'effet est prévue, sauf modification apportée ponctuellement, à compter du **15 octobre 2012** jusqu'au **14 octobre 2017** (ci-après dénommé "le Fonds"), en tant qu'élément de leur action respective de coopération au développement avec les Gouvernements **d'Éthiopie, du Guatemala, du Kirghizistan, du Libéria, du Népal, du Niger et du Rwanda**, ainsi que le décrit plus précisément le mandat daté du **18 mars 2013** (ci-après dénommé "le mandat"), dont une copie est jointe au présent document à l'Annexe A,

**CONSIDÉRANT** que les organisations participantes des Nations Unies sont convenues qu'elles devraient coordonner leur collaboration avec les donateurs qui souhaitent apporter un soutien à l'établissement du Fonds et qu'elles ont élaboré un mandat pour encadrer la mobilisation des ressources destinées au Fonds, et qu'elles sont convenues en outre qu'elles devraient offrir aux donateurs la possibilité de contribuer au Fonds et de recevoir des rapports sur celui-ci par un canal unique; et

**CONSIDÉRANT** que les organisations participantes sont convenues de créer un mécanisme de coordination international (ci-après dénommé le "Comité directeur international") chargé de faciliter l'instauration d'une collaboration efficace et efficiente entre les organisations participantes des Nations Unies et les donateurs pour superviser l'allocation des fonds, décider des priorités relatives aux modalités de mise en œuvre et examiner les rapports concernant le Fonds;

**CONSIDÉRANT** que les organisations participantes sont convenues d'établir un mécanisme de coordination local (ci-après dénommé le "Comité directeur national") chargé de superviser l'allocation des fonds aux différentes composantes du programme du pays, d'examiner et approuver les rapports périodiques et d'analyser les conclusions des rapports de vérification des comptes.

**CONSIDÉRANT** que les organisations participantes des Nations Unies sont également convenues de demander au Programme des Nations Unies pour le développement de faire office d'interface administrative à ces fins entre les donateurs et elles-mêmes, et que le Programme des Nations Unies pour le développement **par l'intermédiaire du Bureau des fonds d'affectation spéciale pluripartenaires** a accepté de le faire conformément au présent Mémoire d'accord.

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<sup>1</sup> Indiquées dans la section réservée aux signatures.

**EN CONSÉQUENCE**, les organisations participantes des Nations Unies et le Programme des Nations Unies pour le développement (ci-après dénommés collectivement "les Participants") sont convenus de ce qui suit:

**Section I**  
**Nomination de l'Agent administratif; statut, obligations et commission**

1. Les organisations participantes des Nations Unies nomment le Programme des Nations Unies pour le développement, par l'entremise du **Bureau des fonds d'affectation spéciale pluripartenaires** (ci-après dénommé l'"Agent administratif"), comme organisation chargée de faire office d'Agent administratif du Fonds, conformément aux modalités et conditions énoncées dans le présent Mémoire d'accord. L'Agent administratif accepte cette nomination, étant entendu que les organisations participantes des Nations Unies assument, sur les plans programmatique et financier, la pleine responsabilité des fonds que l'Agent administratif décaisse en leur faveur. Cette nomination demeure valide jusqu'à son expiration, ou son annulation, conformément à la section VIII ci-après.

2. Au nom des organisations participantes des Nations Unies, l'Agent administratif:
- a) Reçoit les contributions des donateurs qui souhaitent fournir un soutien financier au Fonds.
  - b) Administre les fonds ainsi reçus, conformément au présent Mémoire d'accord, y compris les dispositions relatives à la liquidation du compte du Fonds et aux questions connexes.
  - c) Sous réserve de la disponibilité de fonds, décaisse lesdits fonds en faveur de chacune des organisations participantes des Nations Unies conformément aux instructions reçues du Comité directeur national, conformément au budget établi dans le document de programme approuvé<sup>2</sup>, tel que ponctuellement modifié par écrit par le Comité directeur national.
  - d) Fusionne les états financiers et les rapports qui lui sont présentés par chacune des organisations participantes des Nations Unies, conformément aux dispositions du mandat, et distribue ces états et rapports consolidés à chacun des donateurs qui ont contribué au compte du Fonds et aux membres des Comités directeurs international et national.
  - e) Remet un rapport final, y compris une notification, certifiant que les ressources du Fonds ont été entièrement dépensées ou que le Fonds a été liquidé en accord avec les dispositions du mandat, conformément à la section IV ci-après.
  - f) Décaisse des fonds en faveur de l'une ou l'autre des organisations participantes des Nations Unies pour tout coût supplémentaire associé à une tâche que le Comité directeur national peut décider de confier (comme il en est fait mention au paragraphe 3 de la section I conformément aux dispositions du mandat).

3. Le Comité directeur national peut demander à l'une ou l'autre des organisations participantes des Nations Unies de s'acquitter de tâches supplémentaires à l'appui du Fonds, qui ne soient pas liées aux fonctions de l'Agent administratif énoncées au paragraphe 2 de la section I ci-dessus et sous réserve de la disponibilité des fonds. Les

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<sup>2</sup> Dans le présent document, l'expression "document de programme approuvé" désigne un plan de travail annuel ou un descriptif de programme/projet, etc., qui est approuvé par le Comité directeur national à des fins d'allocation de ressources.



coûts de ces tâches seront convenus à l'avance et, avec l'approbation du Comité directeur national, seront imputés au Fonds au titre des coûts directs.

4. L'Agent administratif signera un accord administratif type (ci-après dénommé "Accord administratif"), dont le texte figure à l'Annexe B, avec tout donateur qui souhaite fournir un soutien financier au Fonds par l'entremise de l'Agent administratif. L'Agent administratif ne peut pas convenir avec le donateur de modifier les termes de l'Annexe B sans l'accord écrit préalable des organisations participantes des Nations Unies. L'Agent administratif veillera à mettre en ligne sur son propre site web (<http://mptf.undp.org>), ainsi que sur celui de ONU-Femmes, le cas échéant, une copie de l'Accord administratif qu'il aura signée et des informations sur la contribution du donateur.

5. Aucune des organisations participantes des Nations Unies ne sera tenue pour responsable des actes ou omissions de l'Agent administratif ou de son personnel, ou des personnes assurant des services en son nom, excepté dans la mesure où elle y aura contribué par ses propres actes ou omissions. En ce qui concerne ces actes ou omissions des organisations participantes des Nations Unies, la responsabilité qui en résulte sera partagée entre elles ou attribuée à l'une d'entre elles selon l'importance des actes ou omissions, ou selon tout autre accord convenu. En outre, les donateurs ne seront pas directement responsables des activités de toute personne employée par les organisations participantes des Nations Unies ou l'Agent administratif en application du présent Mémoire d'accord.

6. L'Agent administratif sera autorisé à prélever des frais d'administration équivalant à un pour cent (1%) du montant de la contribution versée par chaque donateur signataire d'un Accord administratif, afin de couvrir les coûts encourus lorsqu'il s'acquitte des fonctions d'Agent administratif décrites dans le présent Mémoire d'accord.

7. Dans le cas où l'Agent administratif est aussi une organisation participante des Nations Unies, une délimitation précise entre ses fonctions d'Agent administratif et ses fonctions d'organisation participante des Nations Unies, notamment des filières de transmission des rapports distinctes et un cadre des responsabilités, sera établie et maintenue au sein de l'organisation désignée comme Agent administratif.

## **Section II** **Questions financières**

### L'Agent administratif

1. L'Agent administratif établira un compte du grand livre distinct (ci-après dénommé le "compte du Fonds"), en accord avec son règlement financier et ses règles de gestion financière, pour encaisser et administrer les fonds reçus en application de l'Accord administratif. Le compte du Fonds sera administré par l'Agent administratif conformément aux règlements, règles, directives et procédures qui lui sont applicables, y compris ceux relatifs aux intérêts. Le compte du Fonds sera assujéti exclusivement aux procédures de vérification interne et externe des comptes énoncées dans le règlement financier, les règles de gestion financière, les directives et les procédures applicables à l'Agent administratif.

2. L'Agent administratif n'absorbera pas les gains ou pertes consécutifs aux opérations de change, qui feront augmenter ou baisser le montant des fonds disponibles pour décaissement en faveur des organisations participantes des Nations Unies.

3. Sous réserve de la disponibilité des fonds, l'Agent administratif effectuera des décaissements à partir du compte du Fonds en fonction des instructions reçues du Comité directeur national, conformément au budget présenté dans le document de programme, tel que ponctuellement modifié par le Comité directeur national, et selon les



allocations globales consenties par le Comité directeur international. Les décaissements correspondront aux coûts directs et indirects tels qu'indiqués dans le budget.

4. L'Agent administratif procédera normalement à chaque décaissement dans un délai de trois (3) à cinq (5) jours ouvrables après réception du document de programme approuvé pertinent, conformément aux instructions reçues du Comité directeur national qui appliquera les dispositions du mandat, et d'une copie du document de programme approuvé pertinent signée par toutes les parties concernées. L'Agent administratif effectuera un virement télégraphique des fonds en faveur de chaque organisation participante des Nations Unies. Chaque organisation participante des Nations Unies communiquera par écrit à l'Agent administratif les coordonnées du compte bancaire sur lequel effectuer les virements, en application du présent Mémoire d'accord. Lorsqu'il effectuera un virement au bénéfice d'une organisation participante des Nations Unies, l'Agent administratif notifiera au service de trésorerie de celle-ci les informations suivantes: a) le montant transféré; b) la date de valeur du virement; et c) que le donneur d'ordre du virement est le Programme des Nations Unies pour le développement agissant en qualité d'Agent administratif du Fonds en application du présent Mémoire d'accord.

5. Si le solde du compte du Fonds à la date d'un décaissement prévu est insuffisant pour effectuer ce décaissement, l'Agent administratif consultera le Comité directeur national et effectuera éventuellement un décaissement, en fonction des instructions reçues du Comité directeur national.

#### Les organisations participantes des Nations Unies

6. Chaque organisation participante des Nations Unies ouvrira un compte du grand livre distinct, en accord avec son règlement financier et ses règles de gestion financière, pour recevoir et administrer les fonds du compte du Fonds décaissés en sa faveur par l'Agent administratif. Ce compte distinct sera administré par chaque organisation participante des Nations Unies conformément à ses propres règlements, règles, directives et procédures, y compris ceux qui concernent les intérêts. Ce compte distinct sera assujéti exclusivement aux procédures de vérification interne et externe des comptes énoncées dans le règlement financier et les règles de gestion financière, les directives et les procédures applicables à l'organisation participante des Nations Unies concernée.

7. Chaque organisation participante des Nations Unies emploiera les fonds du compte du Fonds décaissés en sa faveur par l'Agent administratif pour exécuter les activités dont le document de programme approuvé lui attribue la responsabilité, ainsi que pour couvrir les coûts indirects correspondants. Les organisations participantes des Nations Unies commenceront et continueront à conduire des opérations au titre des activités du programme seulement après réception des décaissements effectués selon les instructions du Comité directeur national. Les organisations participantes des Nations Unies ne prendront aucun engagement qui outrepassé le budget convenu figurant dans le document de programme approuvé, tel que ponctuellement modifié par le Comité directeur national. S'il est nécessaire de dépasser le montant inscrit au budget, l'organisation participante des Nations Unies concernée présentera au Comité directeur national une demande d'allocation budgétaire supplémentaire.

8. Les coûts indirects des organisations participantes des Nations Unies recouverts au titre des dépenses d'appui au programme seront de 7%. Conformément à la résolution 62/208 de l'Assemblée générale des Nations Unies (Examen triennal complet de 2007: principe du recouvrement intégral des coûts), tous les autres coûts encourus par une organisation participante des Nations Unies lorsqu'elle exécute les activités dont la responsabilité lui a été confiée dans le cadre du Fonds seront recouverts en tant que coûts directs.

### **Section III** **Activités des organisations participantes des Nations Unies**

1. Les organisations participantes des Nations Unies seront responsables de l'exécution des activités du programme et chaque organisation s'acquittera de cette tâche conformément à ses propres règlements, règles, directives et procédures en vigueur. À la résiliation ou à l'expiration du présent Mémoire d'accord, la question de la propriété des fournitures et du matériel sera réglée conformément aux règlements, règles, directives et procédures applicables aux organisations participantes des Nations Unies et, s'il y a lieu, conformément à tout accord conclu avec le gouvernement hôte concerné.
2. Toute modification apportée aux activités décrites dans le document de programme approuvé, concernant notamment leur nature, leur contenu, leur ordre de succession ou leur durée, fera l'objet d'un accord mutuel écrit entre l'organisation participante des Nations Unies concernée et le Comité directeur national. L'organisation participante des Nations Unies notifiera promptement à l'Agent administratif, par l'intermédiaire du Comité directeur national, tout changement apporté au budget tel qu'il est établi dans le document de programme.
3. Si une organisation participante des Nations Unies souhaite réaliser les activités du programme par l'entremise d'une tierce partie ou en collaboration avec elle, il lui incombera de s'acquitter de tous ses engagements et obligations à l'égard de ladite tierce partie, et aucune autre organisation participante des Nations Unies, ni l'Agent administratif, ne sera chargée de le faire.
4. Dans le cadre de l'exécution des activités du programme, aucune des organisations participantes des Nations Unies ne sera considérée comme un agent d'une des autres organisations et, de ce fait, le personnel d'une organisation ne sera pas considéré comme membres du personnel, employés ou agents des autres organisations. Sans que cela remette en cause la portée générale de la phrase précédente, aucune des organisations participantes des Nations Unies ne sera tenue pour responsable des actes ou omissions des autres organisations participantes des Nations Unies ou de leur personnel, ou des personnes assurant des services en leur nom.
5. Chaque organisation participante des Nations Unies informera par écrit l'Agent administratif lorsqu'elle aura mené à terme toutes les activités dont elle est responsable au titre du document de programme approuvé.
6. Les organisations participantes des Nations Unies reconnaissent aux donateurs le droit d'interrompre le versement de leurs contributions si les obligations en matière de production de rapports ne sont pas remplies conformément aux dispositions de l'Accord administratif ou si des écarts sensibles par rapport aux plans et aux budgets convenus sont observés. Si le(s) donateur(s), l'Agent administratif et l'organisation participante des Nations Unies concernée par l'Accord administratif reconnaissent, faits à l'appui, que des fonds ont été employés à mauvais escient, l'organisation participante des Nations Unies fera tout ce qui est en son pouvoir, conformément à ses règlements, règles, politiques et procédures, pour recouvrer tous fonds détournés. L'organisation participante des Nations Unies versera sur le compte du Fonds, après consultation du Comité directeur national et de l'Agent administratif, tous fonds ainsi recouverts ou décidera avec le Comité directeur national d'employer ces fonds à des fins convenues d'un commun accord. Avant d'interrompre le versement des contributions ou de demander le recouvrement des fonds et leur versement sur le compte du Fonds, l'Agent administratif, l'organisation participante des Nations Unies concernée et le donateur se concerteront afin de régler rapidement le problème.

7. Les organisations participantes des Nations Unies sont conscientes qu'il est important de prendre toutes les précautions nécessaires pour éviter la corruption, les pratiques frauduleuses et les actes de collusion ou de coercition. À cet effet, chaque organisation participante des Nations Unies imposera à son personnel des normes de conduite, notamment l'interdiction de recourir à la corruption, aux pratiques frauduleuses et aux actes de collusion ou de coercition, en relation avec l'attribution et l'administration des contrats, des dons et autres avantages, ainsi que l'établissement leur statut et règlement du personnel et leur règlement financier et règles de gestion financière, notamment pour ce qui est des passations de marchés. Dans le cas où une organisation participante des Nations Unies juge qu'une allégation relative à l'exécution des activités – suggérant notamment un possible recours à la corruption, à des pratiques frauduleuses ou à des actes de collusion ou de coercition – est suffisamment crédible pour justifier une enquête, elle le notifiera promptement au Comité directeur national et à l'Agent administratif, sous réserve que cette notification ne nuise pas à la conduite de l'enquête. L'allégation sera traitée conformément au cadre de responsabilité et de contrôle de l'organisation participante des Nations Unies qui confiera le dossier à son unité chargée des enquêtes. À l'issue de l'enquête, l'organisation participante des Nations Unies informera le Comité directeur national et l'Agent administratif des conclusions.

8. À titre exceptionnel, et plus particulièrement pendant la phase de démarrage du Fonds, sous réserve de la conformité avec leur règlement financier et règles et directives de gestion financière, les organisations participantes des Nations Unies peuvent décider de commencer l'exécution des activités du programme en utilisant leurs propres ressources, sans attendre de recevoir le premier virement ou les suivants depuis le compte du Fonds. Ces activités exécutées à l'avance seront entreprises avec l'accord du Comité directeur national, à hauteur des fonds que celui-ci a alloués ou approuvés pour l'exécution d'activités par l'organisation participante des Nations Unies concernée après que l'Agent administratif a reçu de la part de donateurs contribuant au Fonds un formulaire d'engagement officiel ou des Accords administratifs signés. Les organisations participantes des Nations Unies seront seules responsables de la décision d'exécuter des activités à l'avance ou des activités sortant du cadre décrit plus haut.

#### **Section IV** **Établissement des rapports**

1. Chaque organisation participante des Nations Unies communiquera à l'Agent administratif les états et rapports ci-après, établis conformément aux procédures d'information financière et d'établissement de rapports applicables à l'organisation participante des Nations Unies concernée, conformément aux dispositions du mandat. Dans la mesure du possible, les organisations participantes des Nations Unies s'efforceront d'harmoniser leur mode de présentation des rapports.

- a) Rapports descriptifs annuels à remettre trois mois au plus tard (le 31 mars) après la fin de l'année civile.
- b) États et rapports financiers annuels à la date du 31 décembre, relatifs aux fonds du compte du Fonds décaissés en faveur de l'organisation concernée, à remettre quatre mois au plus tard (le 30 avril) après la fin de l'année civile.
- c) Rapports descriptifs finals, après l'achèvement des activités prévues dans le document de programme approuvé, couvrant également la dernière année d'exécution de ces activités, à remettre dans les quatre premiers mois (au plus tard le 30 avril) de l'année suivant la clôture financière du

Fonds. Le rapport final comportera un résumé où les résultats et les réalisations seront comparés aux buts et aux objectifs du Fonds.

- d) États financiers vérifiés et rapports financiers finals, après l'achèvement des activités prévues dans le document de programme approuvé, couvrant également la dernière année d'exécution de ces activités, à remettre dans les six premiers mois (au plus tard le 30 juin) de l'année suivant la clôture financière du Fonds.

2. L'Agent administratif élaborera des rapports descriptifs et des rapports financiers consolidés en fusionnant les rapports mentionnés aux alinéas a) à d) du paragraphe 1 ci-dessus, et les communiquera à chacun des donateurs qui ont contribué au compte du Fonds ainsi qu'aux membres des Comités directeurs international et national, conformément au calendrier fixé dans l'Accord administratif.

3. L'Agent administratif remettra également aux donateurs, aux Comités directeurs international et national et aux organisations participantes des Nations Unies les états financiers suivants, relatifs à ses activités en tant qu'Agent administratif:

- a) Un état financier vérifié annuel (récapitulant les sources et les utilisations des fonds, comme indiqué dans les directives du Groupe des Nations Unies pour le développement (GNUD) à remettre cinq mois au plus tard (le 31 mai) après la fin de l'année civile.
- b) Un état financier vérifié final (présentant les sources et utilisations des fonds) à remettre dans les sept premiers mois (au plus tard le 31 juillet) de l'année suivant la clôture financière du Fonds.

4. les rapports consolidés et les documents connexes seront mis en ligne sur le site web du Fonds et de l'Agent administratif (<http://mptf.undp.org>).

## **Section V** **Suivi et évaluation**

1. Le suivi et évaluation du Fonds sera assuré conformément aux dispositions figurant dans le mandat, lesquelles sont cohérentes avec les règlements, règles et procédures respectifs des organisations participantes des Nations Unies.

2. Le(s) donateur(s), l'Agent administratif et les organisations participantes des Nations Unies tiendront des consultations annuelles, le cas échéant, pour examiner la situation du Fonds.

## **Section VI** **Vérification des comptes**

1. L'Agent administratif et les organisations participantes des Nations Unies feront l'objet d'une vérification des comptes, conformément à leurs propres règlements financiers et règles de gestion financière et, pour ce qui est des fonds d'affectation spéciale multipartenaires, conformément au cadre de vérification des comptes applicable aux fonds d'affectation spéciale multipartenaires qui a été approuvé par les services d'audit interne des organisations participantes des Nations Unies et entériné par le GNUD en septembre 2007.

## **Section VII** **Communication conjointe**

1. Chaque organisation participante des Nations Unies prendra les mesures appropriées pour promouvoir le Fonds et reconnaître dûment le mérite des autres organisations participantes des Nations Unies. Les informations données à la presse et aux bénéficiaires du Fonds, tout le matériel de promotion connexe, les notifications officielles, les rapports et les publications reconnaîtront le rôle du gouvernement hôte, des donateurs, de toutes les organisations participantes des Nations Unies, de l'Agent administratif et de toutes les autres entités concernées. En particulier, l'Agent administratif mentionnera dans toutes les communications externes relatives au Fonds chaque organisation participante des Nations Unies et chaque partenaire national, et y reconnaîtra dûment leur rôle.

2. L'Agent administratif, en collaboration avec les organisations participantes des Nations Unies, veillera à ce que les décisions relatives à l'examen et l'approbation du Fonds ainsi que les rapports périodiques sur l'état d'avancement de sa mise en œuvre et les évaluations externes associées soient rendus publics, le cas échéant, sur les sites web du Fonds et de l'Agent administratif (<http://mptf.undp.org>). Les rapports et documents mis en ligne peuvent comprendre notamment les programmes approuvés par le Comité directeur national et les programmes en attente d'approbation, les rapports financiers annuels sur le niveau des fonds et les rapports de situation concernant les activités, et les évaluations externes, comme il convient.

## **Section VIII** **Expiration, modification et résiliation**

1. Le présent Mémoire d'accord expirera après la liquidation du Fonds, sous réserve du maintien de la validité du paragraphe 5 ci-après aux fins qui y sont énoncées.

2. Le présent Mémoire d'accord ne peut être modifié que par accord écrit entre les Participants.

3. Toute organisation participante des Nations Unies peut se retirer du présent Mémoire d'accord en communiquant son intention par écrit trente (30) jours à l'avance à tous les autres Participants au présent Mémoire d'accord, sous réserve du maintien de la validité du paragraphe 5 ci-après aux fins qui y sont énoncées.

4. La nomination de l'Agent administratif peut être annulée par décision de l'Agent administratif (d'une part) ou par accord mutuel de toutes les organisations participantes des Nations Unies (d'autre part), au moyen d'une notification écrite communiquée trente (30) jours à l'avance à l'autre partie, sous réserve du maintien de la validité du paragraphe 5 ci-après aux fins qui y sont énoncées. Dans une telle éventualité, les Participants conviendront des mesures à prendre pour clôturer toutes les activités d'une manière rapide et ordonnée afin de réduire autant que possible les coûts et les dépenses.

5. Les obligations contractées dans le cadre du présent Mémoire d'accord par les Participants qui se retirent ou cessent leur activité subsisteront au-delà de l'expiration ou de la résiliation du présent Mémoire d'accord, de la cessation d'activité de l'Agent administratif ou du retrait d'une organisation participante des Nations Unies, autant que nécessaire pour permettre la clôture des activités d'une manière ordonnée et la rédaction des rapports finals, le retrait du personnel, des fonds et des biens, l'apurement des comptes entre les Participants et le règlement des obligations contractuelles à l'égard de tout sous-traitant, consultant ou fournisseur. Après la liquidation du Fonds, tout solde créditeur restant sur le compte du Fonds ou sur les comptes du grand livre distincts

établis par chaque organisation participante des Nations Unies sera utilisé à des fins convenues d'un commun accord ou restitué au(x) donateur(s) à proportion de (sa) leur contribution au Fonds, comme convenu par les donateurs et le Comité directeur national.

### **Section IX** **Notifications**

1. Toute mesure requise ou autorisée qui doit être prise dans le cadre du présent Mémoire d'accord peut l'être au nom de l'Agent administratif, ou son représentant désigné, et au nom d'une organisation participante des Nations Unies, par le chef du bureau dans le pays concerné (s'il y a lieu), ou son représentant désigné.

2. Toute notification ou demande requise ou autorisée à donner ou à faire dans le cadre du présent Mémoire d'accord sera communiquée par écrit. Cette notification ou demande sera considérée comme ayant été dûment donnée ou faite quand elle aura été remise par porteur, courrier postal ou tout autre moyen de communication agréé à la partie à laquelle elle doit être donnée ou faite, à l'adresse correspondante qui est spécifiée à l'Annexe C du présent Mémoire d'accord ou à toute autre adresse que la partie aura indiquée par écrit à la partie donnant cette notification ou faisant cette demande.

### **Section X** **Entrée en vigueur**

Le présent Mémoire d'accord prendra effet dès la signature par les représentants autorisés des Participants et restera pleinement en vigueur jusqu'à son expiration ou sa résiliation.

### **Section XI** **Règlement des différends**

1. Les Participants feront tout ce qui est en leur pouvoir pour régler promptement par négociation directe tout différend, controverse ou réclamation suscité par le présent Mémoire d'accord ou toute violation de celui-ci, ou ayant un lien avec le présent Mémoire d'accord ou toute violation de celui-ci. Tout différend, controverse ou réclamation de ce type qui n'est pas réglé dans un délai de soixante (60) jours à compter de la date où l'une des deux parties a notifié à l'autre la nature du différend, de la controverse ou de la réclamation et les mesures qui devraient être prises pour y remédier, sera réglé au moyen d'une concertation entre les Chefs de secrétariat de chacune des organisations participantes des Nations Unies et de l'Agent administratif.

**EN FOI DE QUOI**, les soussignés, représentants dûment autorisés des différents Participants, ont signé le présent Mémoire d'accord en anglais, en **quatre** exemplaires.

*Pour l'Agent administratif*

*Pour l'Organisation des Nations Unies pour  
l'alimentation et l'agriculture*

Signature: \_\_\_\_\_  
Nom: Yannick Glemarec  
Titre: Coordinateur exécutif, Bureau MPTF  
Lieu: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Nom: \_\_\_\_\_  
Titre: \_\_\_\_\_  
Lieu: \_\_\_\_\_  
Date: \_\_\_\_\_

*Pour le Fonds international de développement agricole*

*Pour l'Entité des Nations Unies pour l'égalité des sexes et l'autonomisation des femmes*

Signature: \_\_\_\_\_  
Nom: \_\_\_\_\_  
Titre: \_\_\_\_\_  
Lieu: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Nom: \_\_\_\_\_  
Titre: \_\_\_\_\_  
Lieu: \_\_\_\_\_  
Date: \_\_\_\_\_

*Pour le Programme alimentaire mondial*

Signature: \_\_\_\_\_  
Nom: \_\_\_\_\_  
Titre: \_\_\_\_\_  
Lieu: \_\_\_\_\_  
Date: \_\_\_\_\_

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ANNEXE A: Mandat  
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ANNEXE B: Accord administratif type entre le donateur et l'Agent administratif  
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ANNEXE C: Notifications

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ANNEXE C

## NOTIFICATIONS

*Pour l'Agent administratif:*

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*Pour le Fonds international de développement agricole:*

Nom: \_\_\_\_\_  
Titre: \_\_\_\_\_  
Adresse: \_\_\_\_\_  
Téléphone: \_\_\_\_\_  
Télécopie: \_\_\_\_\_  
Courriel: \_\_\_\_\_

*Pour le Programme alimentaire mondial:*

Nom: \_\_\_\_\_  
Titre: \_\_\_\_\_  
Adresse: \_\_\_\_\_  
Téléphone: \_\_\_\_\_  
Télécopie: \_\_\_\_\_  
Courriel: \_\_\_\_\_

*Pour l'Organisation des Nations Unies pour l'alimentation et l'agriculture:*

Nom: \_\_\_\_\_  
Titre: \_\_\_\_\_  
Adresse: \_\_\_\_\_  
Téléphone: \_\_\_\_\_  
Télécopie: \_\_\_\_\_  
Courriel: \_\_\_\_\_

*Pour l'Entité des Nations Unies pour l'égalité des sexes et l'autonomisation des femmes:*

Prénom: \_\_\_\_\_  
Titre: \_\_\_\_\_  
Adresse: \_\_\_\_\_  
Téléphone: \_\_\_\_\_  
Télécopie: \_\_\_\_\_  
Courriel: \_\_\_\_\_



**“Accelerating Progress toward the Economic Empowerment of Rural Women  
(RWEE)”**

**Multi-Partner Trust Fund  
Terms of Reference**

**UN WOMEN, FAO, IFAD, WFP**

**March 2013**



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## **I. Introduction**

Women are central to the development of rural areas and to national economies: they account for a significant proportion of the agricultural labour force, play a key role in food production, especially in subsistence farming and perform most of the unpaid care work in rural areas. However, rural women and girls have restricted access to productive resources, such as land, agricultural inputs, finance and credit, extension services and technology, which in turn limits the efficiency of the agricultural sector. They face more difficulty than men in gaining access to public services, social protection, decent employment opportunities and local and national markets and institutions, due to cultural norms and security issues. Unpaid care work further hampers rural women's ability to take advantage of on and off farm employment and market opportunities in the agricultural sector. Within this context, UN Women, FAO, IFAD and WFP have agreed to spearhead a more comprehensive UN system response in support of rural women's economic empowerment through joint actions.

The Rural Women's Rural Economic Empowerment (RWEE) five year joint programme will support a results-oriented collaborative effort among FAO, IFAD, WFP and UN Women to promote the economic empowerment of rural women. Each agency brings a distinct comparative advantage to this subject: FAO's specialist technical knowledge and policy assistance on agriculture and food security, IFAD's co-financing of rural investment programmes and strong presence in the rural areas, WFP's food assistance innovations and UN Women's technical knowledge on women's economic empowerment, its strong linkage with the women's movement, and its leadership for gender equality and women's empowerment within the UN System. This is to respond to the diversity of issues constraining rural women's economic empowerment which go beyond the mandate of any individual UN entity to tackle alone. By bringing together their know-how, resources, experiences and constituencies, the four entities will have the potential to greatly enhance the relevance, efficiency, effectiveness, impact and sustainability of their work on rural women's economic empowerment. The RWEE will link the normative and operational work of the four entities to foster a comprehensive approach for the economic empowerment of rural women, as described in the duly signed RWEE Programme Document.

The RWEE programme will be implemented in: Ethiopia, Guatemala, Kyrgyzstan, Liberia, Nepal, Niger and Rwanda. Each country will define its specific detailed programme implementation plan based on the local context, in partnership with Government and other national stakeholders and in line with Government priorities.

## **II. Programme Outline**

**1. Purpose:** This RWEE is aimed at economically empowering rural women in the seven selected and above-mentioned countries. Together, the coalition between UN Women, FAO, IFAD and WFP is expected to generate synergies that capitalize on each agency's mandate, comparative advantage and institutional strength to generate more lasting and wider scale improvements in the livelihoods and rights of rural women, including young women.

**2. Scope:** The programme's goal is to secure rural women's livelihoods and rights in the context of sustainable development and the post MDGs +15. The programme is articulated around four outcomes:

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- a. Outcome 1 on rural women's improved food and nutrition security aims at increasing the productive potential of women smallholder farmers through their access to and control over productive resources and services critical to food security and nutrition. It also addresses their social protection, and enhanced control and management of local food security reserves.
- b. Outcome 2 on rural women's increased income to sustain their livelihoods focuses on creating, supporting and developing rural women-led enterprises, supporting women's role along value chains, enhancing their income opportunities and promoting their linkages to high value markets. It will support women-led associations and small scale businesses in overcoming their supply side constraints so that they can take full advantage of opportunities offered by the market.
- c. Outcome 3 on rural women's enhanced leadership and participation in rural institutions and in shaping laws, policies and programmes promotes their agency in rural producer organizations, cooperatives and unions and in local governance. Actions under this outcome area will also strengthen rural women's voice and influence in key policy processes.
- d. Outcome 4 on more gender responsive policy environment for the economic empowerment of rural women catalyzes legislative and policy reforms for the effective enforcement of rural women's land rights and their access to decent wage employment, social protection, and infrastructure. It involves advocating with governments, parliaments and other relevant stakeholders to deliver greater development outcomes to rural women, including in the framework of Rio +20 and Post MDG +2015.

**3. Partners:** The programme implementation involves a range of partners as indicated in the RWEE Programme Document. The key partners include:

**a. The implementing partners include:**

- Rural women cooperatives, youth groups, POs, unions or groups which may be organized by local areas or by crop;
- Nation-wide POs and unions;
- The main regional rural women's networks. Ministries of agriculture and rural development, gender/women's affairs, youth land, employment, environment and other relevant ministries and institution;
- NGOs and CSOs working with rural women;
- Other UN agencies interested in the programme;
- National statistical offices.

**b. The strategic partners include:**

- UN in general
  - Regional intergovernmental organizations and Regional Economic Communities as they develop regional and sub-regional policies and programmes on agriculture, rural development and land;
  - Financial institutions, such as regional, national or local banks that could be sensitized to develop special lending products for rural women to support rural women's production and marketing systems.
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- Multilateral partners. The 'Contact Group for Rural Women' established by the Permanent Representative of Canada to the United Nations based in New York and the Informal Network of Women Permanent Representatives based in Rome could play a key role in leveraging political and financial support for the programme.

#### 4. Strategy

The RWEE overall strategy will comprise the following components as further detailed in the Joint Programme Document hereby attached as Annex 1.

- Accountability Strategy
- Capacity development strategy
- Combination of quick wins and medium/long term results
- Replicating, up-scaling and expanding successful and innovative models on rural women's economic empowerment
- Tailor made approach for programme design and implementation in each country  
Positioning the joint programme in UN interagency Coordination processes, such as UNDAF, existing joint programmes, One UN and other coordination mechanisms.  
Efforts will be made to build support for the programme within the UN country teams and to link it with existing relevant joint programmes.
- Fundraising Strategies

### III. RWEE Fund Architecture

#### 1. Administration of the MPTF

The Participating Organizations of the RWEE Fund have appointed UNDP to act, through its MPTF Office, as the Administrative Agent (AA) for the WFEE in accordance with the terms and conditions set out in this TOR and further specified in the Memorandum of Understanding entered between the AA and the Participating Organizations. UNDP's accountability as the Administrative Agent is set out in the policy "UNDP's Accountability when acting as Administrative Agent in MPTFs and/or UN Joint Programmes using the pass-through fund management modality." (see <http://www.undp.org/mdtf/docs/UNDP-AA-guidelines.pdf>). UNDP performs the AA functions in accordance with the UNDG-approved "Protocol on the Administrative Agent for Multi Donor Trust Funds and Joint Programmes, and One UN Funds". The MPTF Office will charge a one time fee of 1 per cent for fund administration and fiduciary responsibilities.

#### 2. Contributions to the MPTF

The RWEE FUND International Steering Committee will be set to oversee the allocation of funds mobilized at international level. National Steering Committees will be set up in each country covered by the RWEE to oversee the allocation of funds to the different components of the programme. Contributions to the RWEE FUND may be accepted from governments of Member States of the United Nations or from intergovernmental or non-governmental organisations, or from private sources and philanthropic organizations. Acceptance of funds from the private sector will be guided by criteria stipulated in the UN system-wide guidelines on cooperation between the UN and Business Community (the UN Secretary General's guidelines: <http://www.un.org/partners/business/otherpages/guide.htm>). Contributions may be accepted in fully convertible currency and shall be deposited in the bank accounts designated by UNDP. The

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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.

In support of the overarching aim of MPTFs, and to ensure maximum flexibility and coordination, a guiding principle for resource mobilization would be that donors are encouraged to contribute with multi-year pooled/non-earmarked resources. However, if this is not possible, requests for earmarking for country level or specific programme component areas will be considered by the International and National Steering Committees.

### **3. Eligibility for MPTF funding**

Participating UN Organizations at the national level will be invited to develop Projects/Programme proposals with a preference for Joint Programmes.

Draft Project/Joint Programme proposal will be submitted to the National Project Guidance and Coordination Mechanism for review to ensure alignment with the guidelines and standards. If the proposal meets the standard guidelines, it will be forwarded to the National Steering Committee for technical and substantive review. The National Steering Committee may also seek technical comments on the draft document from external partners and recognized experts in the field.

On receipt of the National Steering Committee's approval of a Project/Joint Programme and a copy of the signed Project/Joint Programme document accompanied by the budget, the MPTF Office, acting as AA, will transfer the approved funds directly to each of the Participating UN Organization(s).

### **4. Utilization of the MPTF**

1. 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 by the Administrative Agent from the Fund Account. 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 concerned.
2. The Participating UN Organizations will not make any commitments above the approved budget in the approved programmatic document, as amended from time to time by the Steering Committee. If there is a need to exceed the budgeted amount, the Participating UN Organization concerned will submit a supplementary budget request to the Steering Committee.
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.

The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each donor signing an Administrative Arrangement, to meet the Administrative Agent's costs of performing the Administrative Agent's functions.

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## **5. Governance Arrangements**

### **a) International Steering Committee**

An international Steering Committee (ISC) of the RWEE FUND will be set to oversee the allocation of funds mobilized at international level, and discuss the RWEE FUND requirements and priorities regarding the implementation modalities, the results based reporting, and the information management including donor visibility. It will review the annual progress reports consolidated by the AA, and give guidance to ensure consistency in reporting from the various countries and documentation of lessons learnt. It will also review the findings of the summary audit reports. The ISC TORs will be fully developed. The ISC will be composed of the following:

- One senior official from each of the four participating entities: UN Women, FAO, IFAD, and WFP.
- Representatives of the main donors to the RWEE FUND
- The AA will be an ex-officio member of the international SC
- The ISC will be co-chaired by the UN senior representative and the donors representative

### **b) Technical Advisory Committee**

The composition of the RWEE FUND Technical Committee will include senior technical/advisor level representatives of UNWOMEN, FAO, IFAD and WFP. Other relevant experts, including from relevant government, regional, and civil society counterparts may be invited and/or recruited by the Technical Advisory Committee on an ad hoc basis to participate in the Committee. The Technical Committee will meet bi-annually or as required to efficiently carry out its tasks. A Technical Committee ToR will be developed and annexed to this RWEE FUND ToR. The Technical Committee will provide technical support to the Steering Committees and Participating UN Organizations.

### **c) National Steering Committee**

A national SC of the RWEE FUND will be set up in each of the countries covered by the programme. The national SC will be co-chaired by the designated government official, and the UN Resident Coordinator in Ethiopia, Guatemala, Kyrgyzstan, Nepal, Niger and Rwanda or the Deputy Special Representative of the Secretary General (DSRSG) in Liberia. The members of the national SC are:

- One representative from each of the participating entities: UN Women, FAO, IFAD, and WFP.
- One representative from each of the following ministries: agriculture/rural development, gender/women's affairs, economy and finance, community/local development, youth and environment.
- Representatives from the main donors to the programme.
- The MPTF Office will be an ex-officio member of the national SC.

The main tasks and responsibilities of the national SC include the following:

- To oversee the allocation of funds to the different components of the programme. More specifically:
  - For funds earmarked by donors to specific outcome areas (e.g. improved food and nutrition security, increased income, enhanced leadership and participation, or gender responsive policy environments) or activities, the national SC will review and ensure the alignment of the allocations with the RWEE country programme document and national priorities.
-

- For unearmarked funds, the national SC will review and approve the criteria for the allocation of available RWEE FUND resources and allocate the available resources to the programme outcome areas. It will prioritize among the outcome areas as necessary, making sure that the allocations are aligned with the RWEE country programme document and the national priorities, and avoiding duplication and overlap between the RWEE FUND and other funding mechanisms.
- To review and approve the periodic narrative and financial progress reports consolidated by the administrative agent, based on the progress reports submitted by UN Women, FAO, IFAD and WFP.

**d) Lead Agencies**

The programme implementation is based on a principle of dual leadership by the four entities:

- Different agencies will lead for the implementation of the programme at country level, as reflected in the table on the countries according to selection criteria and lead agency in the section of this document on geographical coverage;
- Different agencies will lead for specific activities based on their comparative advantages as reflected in the logical framework in annex 1.

Detailed operational guidelines will be prepared to spell out what it means to be a leading agency in a country or for a specific activity. It is expected that the lead agency in a country should coordinate activities related to the consultative process for the roll out of the programme at country level, including the engagement with the Government and local donors. The lead agency will be responsible for the consolidation of the country narrative annual report. The MPTF Office as AA will consolidate the narrative and financial reports for submission to Donors. Lead agencies will therefore play a key role in ensuring coordination among agencies and between HQ and field level, carrying out joint reporting and streamlining the accounting systems.

The first seven countries chosen and the leading agencies are shown in the table below.

Country/ criteria	Participating agencies	Lead agency
Ethiopia	All four	IFAD and UN Women
Guatemala	All four	WFP
Kyrgyzstan	All four	UN Women
Liberia	All four	UN Women
Nepal	All four	UN Women
Niger	All four	FAO
Rwanda	All four	WFP

**e) Programme Management Unit (PMU)**

A programme management unit will be established (location to be defined) and it will be responsible for the overall management of the programme. It will be staffed by a senior programme coordinator, and an operations/knowledge management specialist. Regardless of the geographical location of the Programme Management Unit, the programme manager will report to a designated senior official from the entity hosting the PMU. In this regard, a detailed reporting and accountability mechanism

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will be defined in the beginning of the programme. In each country, the programme staff will be composed of the following: a national programme coordinator and an operations manager/M&E specialist. The four entities based at Headquarters will play an advisory role throughout the life cycle of the programme. The PMU will provide Secretariat support to the International Steering Committee.

**f) National Project Guidance and Coordination Mechanism**

In each country, a National Project Guidance and Coordination Mechanism will be established to build synergies, address intersectionalities and review progress in the implementation of the programme's activities. It will include government representatives from Ministries such as agriculture/rural development and gender/women's affairs, the country representatives of the four entities and the national programme coordinator. Joint monthly co-ordination meetings will be held at the county level to share progress, challenges, constraints, good practices and to discuss the way forward for each project site.

**g) The Administrative Agent**

On behalf of the Participating UN Organizations, the Administrative Agent will:

- a. Receive contributions from donors that wish to provide financial support to the Fund;
- b. Administer such funds received, in accordance with this Memorandum of Understanding including the provisions relating to winding up the Fund Account and related matters;
- c. Subject to availability of funds, disburse such funds to each of the Participating UN Organizations in accordance with instructions from the Steering Committee, taking into account the budget set out in the approved programmatic document<sup>1</sup>, as amended in writing from time to time by the Steering Committee;
- d. Consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization, as set forth in the TOR, and provide these to each donor that has contributed to the Fund Account and to the Steering Committee;
- e. Provide final reporting, including notification that the Fund has been fully expended or has been wound up in accordance with the Fund TOR, in accordance with Section IV below;

Disburse funds to any Participating UN Organization for any additional costs of the task that the Steering Committee may decide to allocate.

**IV. Monitoring and Evaluation**

A comprehensive Performance Monitoring Framework (PMF) will be developed as an integral part of the programme, highlighting the performance indicators, data sources, collection methods and frequency, responsible actors and baselines and targets for each result (goal, outcomes and outputs). It will be developed in collaboration with local partners and with technical support from the monitoring and evaluation sections of the four entities, as detailed in the attached RWEE Programme Document.

Both an external mid-term and final evaluations of the programme are planned: the midterm

<sup>1</sup> 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.

evaluation will take place in September 2015, while the final external evaluation will be conducted at the end of the programme. Their compliance with the norms of evaluation in the UN System will be ensured with support from the Evaluation Units of the four entities.

#### **V. Audit**

The AA and Participating UN Organizations will be audited in accordance with their own Financial Regulations and Rules and, in accordance with the Framework for auditing MDTFs which has been agreed to by the Internal Audit Services of Participating UN Organizations and endorsed by the UNDG in September 2007.

#### **VI. Reporting**

1. Regular reporting will be an integral part of M&E for systematic and timely provision of information. Implementing partners will be reporting on progress on programme management at least semi-annually, and on financial management – at least quarterly.

Each Participating UN Organization will provide the Administrative Agent with the following statements and reports prepared in accordance with the accounting and reporting procedures applicable to the Participating UN Organization concerned, as set forth in the TOR. The Participating UN Organizations will endeavour to harmonize their reporting formats to the extent possible.

- a. Annual narrative progress reports, to be provided no later than three months (31 March) after the end of the calendar year;
- b. Annual financial statements and reports as of 31 December with respect to the funds disbursed to it from the Fund Account, to be provided no later than four months (30 April) after the end of the calendar year;
- c. Final narrative reports, 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 four months (30 April) of the year following the financial closing of the Fund. The final report will give a summary of results and achievements compared to the goals and objectives of the Fund; and
- d. Certified final financial statements and final financial reports 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 six months (30 June) of the year following the financial closing of the Fund.

2. The Administrative Agent will prepare consolidated narrative progress and financial reports, based on the reports referred to in paragraph xxx above, and will provide those consolidated reports to each donor that has contributed to the Fund Account, as well as the Steering Committees, in accordance with the timetable established in the Administrative Arrangement.

3. The Administrative Agent will also provide the donors, Steering Committees and Participating UN Organizations with the following statements 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.
4. Consolidated reports and related documents will be posted on the websites of the UN in [country] ([website URL]) and the Administrative Agent (<http://mptf.undp.org>).

#### **VII. Public Disclosure**

Each Participating UN Organization will take appropriate measures to publicize the RWEE FUND and to give due credit to the other Participating UN Organizations. Information given to the press, to the beneficiaries of the RWEE FUND, all related publicity material, official notices, reports and publications, will acknowledge the role of the host Government, the donors, the Participating UN Organizations, the AA and any other relevant entities. In particular, the AA will include and ensure due recognition of the role of each Participating UN Organization and partners in all external communications relating to the RWEE FUND.

The AA, in consultation with the Participating UN Organizations, will ensure that decisions regarding the review and approval of the RWEE FUND as well as periodic reports on the progress of implementation of the RWEE FUND, associated external evaluation are posted, where appropriate, for public information on the website of the RWEE FUND and the AA (<http://mptf.undp.org/>). Such reports and documents may include approved programmes and programmes awaiting approval, RWEE FUND level annual financial and progress reports and external evaluations, as appropriate.

#### **VIII. Other Matters**

The RWEE FUND will be established upon signing of the Memorandum of Understanding amongst at least two Participating UN Organizations and the Administrative Agent. It will become operational upon signing of the first Standard Administrative Arrangement with the donor. Nothing in this TORs affects the provisions agreed in the Memorandum of Understanding between Participating UN Organizations and the United Nations Development Programme regarding the Operational Aspects of the RWEE FUND.

The RWEE FUND will terminate upon completion of all Programmes funded through the RWEE FUND and after satisfaction of all commitments and liabilities. Notwithstanding the completion of the initiatives financed from the RWEE FUND, any unutilized balances will continue to be held in the RWEE FUND Account until all commitments and liabilities incurred in implementation of the Projects/Programmes have been satisfied and project activities have been brought to an orderly conclusion.

Any balance remaining in the RWEE FUND Account or in the individual Participating UN Organizations' accounts upon completion of RWEE FUND shall be used as decided by the National and International Steering Committees.

**STANDARD ADMINISTRATIVE ARRANGEMENT FOR MULTI-PARTNER TRUST FUNDS USING PASS-THROUGH FUND MANAGEMENT) FOR THE “ACCELERATING PROGRESS TOWARDS THE ECONOMIC EMPOWERMENT OF RURAL WOMEN” 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”)<sup>1</sup> have developed a **Multi - Partner Trust Fund: “Accelerating progress towards the economic empowerment of rural women”** (hereinafter referred to as the “Fund”) starting on **1 July 2013** and ending on **30 June 2018**, as may be amended from time to time, as part of their respective development cooperation with the Governments of **Ethiopia, Guatemala, Kyrgyzstan, Liberia, Nepal, Niger and Rwanda**, as more fully described in the Terms of Reference of the Multi-Partner Trust Fund dated **18 March 2013** (hereinafter referred to as the “TOR”), a copy of which is attached hereto as **ANNEX A**; and

**WHEREAS**, the Participating Organizations have agreed to establish an international coordination mechanism (hereinafter referred to as the “International Steering Committee”) to facilitate the effective and efficient collaboration between the Participating UN Organizations and the Donors to oversee the allocation of funds, priorities regarding the implementation modalities and reporting of the Fund; and

**WHEREAS**, the Participating Organizations have agreed to establish a national coordination mechanism (hereinafter referred to as the “National Steering Committee”)<sup>2</sup> in each of the targeted countries of the Joint Programme to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Governments of **Ethiopia, Guatemala, Kyrgyzstan, Liberia, Nepal, Niger and Rwanda**, for the implementation of the Fund in each of these countries;

**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 through its Multi-Partner Trust Fund Office (hereinafter

<sup>1</sup> The food and Agriculture Organization of the UN (UN FAO), the International Fund for Agricultural Development (IFAD), UN WOMEN and the World Food Programme (WFP)

<sup>2</sup> The composition of the National Steering Committee or other body will include all the signatories to the Memorandum of Understanding, representative(s) from the host Government (if applicable), and may include donors, in accordance with UNDG approved Generic MPTF Steering Committee Terms of Reference dated 20 September 2007.

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 in July 2013 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 with the Government of [name of country] (if applicable) 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 International 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:*

Name of Account:	UNDP Multi-Partner Trust Fund Office Account
Account Number:	790440309
Name of Bank:	JPMorgan Chase Bank International Agencies Banking
Address of Bank:	270 Park Avenue, 43rd Floor New York, New York 10017
SWIFT Code:	CHASUS33
ABA:	021000021

Reference: RWEE Account

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 [name of Donor] in respect of the Fund in [name of country] (if applicable) 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 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 National 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 National 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 National Steering Committee, in line with the approved programmatic document<sup>3</sup>, as amended in writing from time to time by the

<sup>3</sup> 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 National Steering Committee for fund allocation purposes.

National Steering Committee and the overall allocations made by the International 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.<sup>4</sup>

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 National Steering Committee and make a disbursement, if any, in accordance with the National 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 National 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.

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<sup>4</sup> 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.



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

6. If unforeseen expenditures arise, the National 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/s under the Arrangement that there is evidence of improper use of funds, the concerned Participating UN Organization/s will use their best efforts, consistent with their regulations, rules, policies and procedures to recover any funds misused. The Participating UN Organization/s will, in consultation with the National Steering Committee and the Administrative Agent, credit any funds so recovered to the Fund Account or agree with the National 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 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 **Accelerating progress towards the economic empowerment of rural women** Multi-Partner Trust 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 and the International 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:

- (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 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 Fund. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the 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 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 websites of the UN in [country] [website URL] and the Administrative Agent ([http:// mptf.undp.org](http://mptf.undp.org)).

**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 Government of [name of country], 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 websites of the UN in [country] [website URL] and the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include National 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 International 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 (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](mailto: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.]



**[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 B**

**SCHEDULE OF PAYMENTS**

**Schedule of Payments:**

[Time of first payment]  
[Time of second payment]  
[Time of third payment]

**Amount:**

[amount in figures]  
[amount in figures]  
[amount in figures]