

Memorandum of Understanding

Between

United Nations Children's Fund (UNICEF),
Pan American Health Organization (PAHO)

And

United Nations Population Fund (UNFPA)

regarding the Operational Aspects of a the project entitled "Amélioration de l'État de la santé de la reproduction en Haïti"

WHEREAS, UNFPA, UNICEF and PAHO (hereinafter referred to collectively as the "Participating UN Organizations") have developed a joint project entitled "Amélioration de l'état de la santé de la reproduction" (hereinafter referred to as the "Joint Project") as part of their respective development cooperation with the Government of Haiti, as more fully described in the detailed Joint Project document dated November 2007, hereinafter referred to as the "Joint Project Document"¹), and have agreed to establish a coordination mechanism ² (hereinafter referred to as the "Joint Project Steering Committee")³ to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Joint Programme;

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 Joint Project and have developed a Joint Project Document to use as the basis for mobilising resources for the Joint Project, and have further agreed that they should offer donors the opportunity to fund the Joint Project and receive reports on the Joint Project through a single channel; and

WHEREAS, the Participating UN Organizations have further agreed that UNFPA (which is also a Participating UN Organization in connection with this Joint Project) will serve as their administrative interface between donors and the Participating UN Organizations for these purposes and UNFPA has agreed to do so in accordance with this Memorandum of Understanding.

¹ The Joint Project Document contains at a minimum a common work plan, a budget, the coordination and management mechanism and signature of all parties to the Document.

² The Parties to the Joint Project Document have established a steering committee ("comité de pilotage") as coordination mechanism. For ease of reference, this mechanism is referred to as the "Joint Project Steering Committee" in this document.

³ The composition of the Joint Project Steering Committee includes CIDA, the Ministry of Public Health and Population, the Ministry of Women's Conditions and Rights and the three participating agencies. It may also include other donors in the field of reproductive health in Haiti.

NOW, THEREFORE, UNFPA, PAHO and UNICEF (hereinafter referred to collectively as the "Parties") hereby agree as follows:

Article I

Appointment of Administrative Agent; its Status, Duties and Fee

1. The Participating UN Organizations hereby appoint UNFPA (hereinafter referred to as the "Administrative Agent" or the "AA") to serve as their Administrative Agent in connection with the Joint Project, 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 shall continue until it terminates, or is terminated, in accordance with Article VII below.
2. On behalf of the Participating UN Organizations, the Administrative Agent shall:
 - (a) Receive contributions from donors that wish to provide financial support to the Joint Project through the Administrative Agent;
 - (b) Administer such funds received, in accordance with this Memorandum of Understanding (including the provisions relating to winding up the Joint Project 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 Joint Project Steering Committee, taking into account the budget set out in the Joint Project Document, a copy of which is attached hereto as ANNEX A, as amended in writing from time to time by the Joint Project Steering Committee;
 - (d) Compile financial reports produced by each of the Participating UN Organizations into a consolidated report, and distribute such financial reports together with consolidated program reports produced by the Participating UN Organizations as further described in the Joint Project Document, to each donor that has contributed to the Joint Project Account and to the Joint Project Steering Committee;
 - (e) Provide final reporting, including notification that the Joint Project has been operationally completed, in accordance with Article IV below⁴;

⁴ To the extent that under a particular Joint Project the AA has responsibilities beyond those set forth in "a" through "e", additional tasks can be added as a new "f".

- (f) Perform such other activities as the Participating UN Organizations and the Administrative Agent may agree in writing.

3. The Administrative Agent has entered into a Standard Administrative Arrangement in the form attached hereto as ANNEX B (hereinafter referred to as a "Letter of Agreement"), with the Government of Canada for implementation of the Joint Project. The Administrative Agent may also enter into additional agreements with other donors that wish to provide financial support to the Joint Project through the Administrative Agent. The Administrative Agent shall not amend the terms of Annex B without prior written agreement of the Participating UN Organizations. The Administrative Agent shall provide the Participating UN Organizations with a copy of each Letter of Agreement it enters into.

4. [Should there be a donor committee or other donor consultative mechanism established at any time in respect of the Joint Programme, the Participating UN Organizations will decide on the appropriate manner in which the Participating UN Organizations (including the Administrative Agent) will engage with such committee.]

5. None of the Participating UN Organizations shall be liable for the acts or omissions of the Administrative Agent or its personnel, or of persons performing services on its behalf, except in regard to any contributory acts or omissions of other Participating UN Organizations. With respect to such contributory acts or omissions of the Participating UN Organizations, the resulting liability shall be apportioned among them or any one of them to the extent of such contributory acts or omissions, or as may otherwise be agreed.

6. The Administrative Agent shall be entitled to allocate an administrative fee of one percent (1 %) of the amount contributed by each donor signing a Letter of Agreement, to meet the Administrative Agent's costs of performing the Administrative Agent's functions described in this Memorandum of Understanding. Notwithstanding the foregoing, in cases the contribution is less than \$2 million, the fee will be subject to a minimum floor of \$20,000; if the contribution is above \$10 million, the fee will be subject to a maximum ceiling of \$100,000.⁵

⁵ In cases where the Participating UN Organizations and the AA agree that the AA's responsibilities are more complex than envisioned in Article I, para 2 (a)-(e), such additional responsibilities will be included in Article I, para 2(f) and a higher percentage or amount for the fee of the AA than that stipulated here may be agreed with the donor or included as direct costs in the budget directly managed by the AA as appropriate

Article II
Financial Matters

The Administrative Agent

1. The Administrative Agent shall establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received pursuant to the Letter of Agreement with the Government of Canada (hereinafter, the "Joint Project Account"). The Joint Project Account shall be administered by the Administrative Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Joint Project Account shall 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. Such amounts will increase or decrease the funds available for disbursements to Participating UN Organizations
3. The Administrative Agent shall make disbursements from the Joint Project Account based on instructions from the Joint Project Steering Committee, in line with the budget set forth in the Joint Project Document, as amended from time to time by the Joint Project Steering Committee. The disbursements shall consist of direct and indirect costs as set out in the budget.
4. Subject to the availability of funds, the Administrative Agent shall normally make each disbursement within seven (7) to ten (10) business days after receipt, in accordance with the instructions received from the Joint Project Steering Committee in line with the Joint Project Document. The Administrative Agent shall transfer funds to each Participating UN Organization through wire transfer. Each Participating UN Organization shall 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 UNFPA as Administrative Agent in respect of the joint project in Haiti pursuant to this Memorandum of Understanding.
5. Where the balance in the Joint Project Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent shall consult with the Joint Project Steering Committee and make a disbursement, if any, in accordance with the Joint Project Steering Committee's instructions.

The Participating UN Organizations

6. Each Participating UN Organization shall 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 Joint Project Account. That separate ledger account shall 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 shall 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 shall use the funds disbursed to it by the Administrative Agent from the Joint Project Account to carry out the activities for which it is responsible as set out in the Joint Project Document, as well as for its indirect costs. The Participating UN Organizations shall commence and continue to conduct operations for the Joint Project only upon receipt of disbursements as instructed by the Joint Project Steering Committee. The Participating UN Organizations shall not make any commitments above the approved budget in Annex A, as amended from time to time by the Joint Project Steering Committee. If there is a need to exceed the budgeted amount, the Participating UN Organization concerned shall submit a supplementary budget request to the Joint Project Steering Committee.

Article III

Activities of the Participating UN Organizations

1. Each of the Participating UN Organizations shall carry out its activities contemplated in the Joint Project Document in accordance with the regulations, rules, directives and procedures applicable to it. Accordingly, personnel shall 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. On the termination or expiration of this Agreement, the matter of ownership shall be determined in accordance with the regulations, rules, directives and procedures applicable to such Participating UN Organizations, including, where applicable, its basic agreement with the Government of Haiti.

2. Any modifications to the activities set out in the Joint Project Document, including as to their nature, content, sequencing or the duration thereof shall be subject to mutual agreement in writing between the relevant Participating UN Organization and the Joint Project Steering Committee. The Participating UN Organization shall promptly notify the Administrative Agent through the Joint Project Steering Committee, of any change in the budget as set out in the Joint Project Document.

3. Where a Participating UN Organization wishes to carry out its Joint Project activities through or in collaboration with a third party, it shall be responsible for discharging all commitments and obligations with such third parties, and no other

Participating UN Organization, nor the Administrative Agent, shall be responsible for doing so.

4. In carrying out their Joint Project activities, none of the Participating UN Organizations shall be considered as an agent of any of the others and, thus, the personnel of one shall 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 shall be liable for the acts or omissions of the others or their personnel, or of persons performing services on their behalf.

5. Each Participating UN Organization and the Administrative Agent shall communicate mutually, in writing when all activities for which they are responsible under the Joint Project have been completed.

Article IV Reporting

1. Each Participating UN Organization shall provide the Joint Project Steering Committee and 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 Joint Project Document. The Participating UN Organizations will endeavour to harmonize their reporting formats to the extent possible:

- (a) Annual narrative progress reports as of 31 December, to be provided no later than one month after the end of the applicable reporting period;
- (b) Annual financial reports as of 31 December, with respect to the funds disbursed to them from the Joint Project Account, to be provided no later than one month after the end of the applicable reporting period;
- (c) A final narrative report, after the completion of the Joint Project and including the final year of the Joint Project, to be provided no later than three months of the expiry or closing of the Joint Project;
- (d) A final certified financial statement, after the completion of the Joint Project and including the final year of the Joint Project, to be provided no later than three months of expiry or closing of the Joint Project.

2. The Administrative Agent shall prepare annual consolidated narrative and financial progress reports consisting of the reports referred to in paragraph 1 (a) and (b) above submitted by UNICEF and PAHO, and shall provide those consolidated reports to CIDA, in accordance with the timetable established in the Letter of Agreement and to the Joint Project Steering Committee.

3. The Administrative Agent shall also provide to CIDA and the participating organizations, a final consolidated narrative report based on final narrative reports received from UNICEF and PAHO and a final consolidated financial report based on certified final financial statements from UNICEF and PAHO . Such reports referred to in paragraph 1 (c) and (d) should be provided no later than four months following the expiry or closing of the Project.

Article V
Monitoring and Evaluation

Monitoring and evaluation of the Joint Project shall be undertaken in accordance with the provisions contained in the Joint Project Document, which are consistent with the respective regulations, rules and procedures of the Participating UN Organizations.

Article VI
Joint Communication

Each Participating UN Organization shall take appropriate measures to publicize the Joint Project and to give due credit to the other Participating UN Organizations. Information given to the press, to the beneficiaries of the Joint Project, all related publicity material, official notices, reports and publications, shall acknowledge the role of the host Government, the donors, the Participating UN Organizations, the Administrative Agent and any other relevant parties. 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 Joint Project.

Article VII
Expiration, modification and termination of the Agreement

1. This Memorandum of Understanding shall expire upon completion of the Joint Project, 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 Parties.
3. Any of the Participating UN Organizations may withdraw from this Memorandum of Understanding upon giving thirty (30) days' written notice to all other parties to this Memorandum of Understanding stating that it has given notice, in accordance with the Joint Project Document, of its withdrawal from the Joint Project, 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 all other Parties, subject to the continuance in force of paragraph 5 below for the purpose therein stated. In the event of such termination, the Parties shall agree on measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense.

5. Obligations assumed by the withdrawing or terminating Parties under this Memorandum of Understanding shall 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 Parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the Joint Project Account or in the individual Participating UN Organizations' separate ledger accounts shall be used for a purpose mutually agreed upon by the Administrative Agent, the donors and the Joint Project Steering Committee.

Article VIII Notices

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the Administrative Agent by Tania Cooper Patriota, or his or her designated representative and on behalf of UNICEF and PAHO by their respective heads of office in Haiti, or their designated representative.

2. Any notice or request required or permitted to be given or made in this Memorandum of Understanding shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable or telex 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 shall have specified in writing to the party giving such notice or making such request.

Article IX Entry into force

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

Article X
Settlement of disputes

The Parties shall 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, shall 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 Parties, have signed this Memorandum of Understanding in English in three copies.

For UNICEF:

Name: Annamaria Laurini
Title: Representative
Address: 17, Rue Armand Holly (Debussy) PO. BOX 1363
Port-au-Prince, Haiti
Telephone: (509) 2245-3525
Facsimile: (509) 2245-1877
Electronic mail: alaurini@unicef.org

For PAHO:

Name: Dr. Henriette Chamouillet
Title: Representative
Address: 295, Avenue John Brown
Port-au-Prince, Haiti
Telephone: (509) 2245-5930
Facsimile: (509) 2245-6917
Electronic mail: chamouiher@hai.ops-oms.org