

Guidance Note
on
Joint Programming



United Nations Development Group

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1. Purpose and Scope

This guidance note is meant to contribute to the Secretary-General's call for the United Nations to articulate a coherent vision and strategy for a unified approach towards common development goals at the regional and country levels. It replaces that of June 2000 on Joint Programming. Drawing on lessons learnt from past experiences, it provides the following¹:

- Rationale for joint programming
- Definition and steps of joint programming;
- Definition of joint programmes/projects²;
- How to develop and manage a joint programme; and
- Fund management options for joint programmes.

2. Rationale for Joint Programming

The United Nations System supports national priorities and needs, including Poverty Reduction Strategy Papers (PRSPs) and equivalent national strategies, within the framework of the Millennium Development Goals (MDGs) and the commitments, goals and targets of the Millennium Declaration and international conferences, summits, conventions and human rights instruments of the UN system, as well as the achievement of sector-wide priorities as expressed in Sector-Wide Approaches, where applicable.

In recent years a number of reforms have been introduced to improve UN coordination, effectiveness and efficiency in supporting national goals and to reduce the transaction costs for government. Within this context, UN procedures for operational activities are being simplified and harmonized (S&H), while maintaining and building on the effectiveness and value added that each agency brings within the diversity of the UN. Principal among these reforms have been the harmonization of country programme cycles and the introduction of the Common Country Assessment (CCA), and the United Nations Development Assistance Framework (UNDAF), including the UNDAF Results Matrix and the joint UNDAF evaluation as integral parts in the preparation, implementation and evaluation of country programmes of cooperation and country level projects.

To ensure that a clear link exists between the UNDAF priorities and country programmes and projects, as well as between preparation and implementation of country programmes, UN funds and programmes have further harmonized steps for country programme preparation, approval, implementation, and monitoring and evaluation. They have introduced Results Based Management (RBM) terminology, Country Programme Action Plans (CPAPs), and the Annual Work plans (AWPs).

¹ The guidance note is not primarily intended for:

- Joint events which occur regularly and are co-funded by several UN organizations (e.g. UN days).
- Funding arrangements, whereby programmes are funded by one UN organization and implemented by another UN organization. Such arrangements can be a part of the joint programming process but do not in and of themselves denote a joint programme.
- A pass-through fund management mechanism used solely to channel resources without a joint programme work plan.

² For ease of reference, joint programme is used henceforth to refer to joint programme/project

The Secretary-General's 2002 agenda for further UN reform³ calls for increased joint programming and pooling of resources to further enhance the effectiveness of the United Nations system in developing countries, and to ensure the system's combined resources are put to best use. These measures are intended to maximize UN's effectiveness, reduce transaction costs for governments, donors, and the UN, and strengthen how the UN organizations⁴ programme jointly with governments. They also seek to respond to donors' and programme countries' concerns to enhance the UN contribution in the current context of international development assistance, with a focus on self-reliance and capacity building.

3. What is joint programming?

Joint programming is the collective effort through which the UN organizations and national partners work together to prepare, implement, monitor and evaluate the activities aimed at effectively and efficiently achieving the Millennium Development Goals (MDGs) and other international commitments arising from UN conferences, summits, conventions and human rights instruments. Through joint programming, common results and the modalities for supporting programme implementation are identified.

Joint programming contributes to making the UN support to reaching the national goals more coherent, effective, and efficient. It is meant to avoid duplication, reduce transaction costs and maximize synergies among the national partners and the differing contributions of UN system organizations – be it in terms of the normative framework and technical expertise, or of expertise in programme areas and strategies.

3.1. Planning starts with a joint assessment and analysis of the country situation by the government and the UN system organizations. This assessment/analysis normally culminates in the **Common Country Assessment (CCA)**. The CCA provides the government, other national partners and the UN organizations with the analytical basis to identify priorities for the UN's contribution to the achievement of national goals. This prioritization is expressed in the **United Nations Development Assistance Framework (UNDAF)**.

A key programming tool of the UNDAF is the **Results Matrix**, which sets out (in a logical framework) the contribution of each UN organization to each of the UNDAF outcomes. The Results Matrix is updated through an iterative process, from the completion of the UNDAF through the finalization of country programmes and projects.

Following the completion of the UNDAF, programme and project preparation processes of UN specialized agencies will provide opportunities for participation in joint programming. In the case of the ExCom agencies (UNDP, UNFPA, WFP, and UNICEF) the preparation of the **Country Programme Documents (CPDs)** and the **Country Programme Action Plans (CPAPs)** provide the opportunity for each agency to work closely together and with government

³ "Strengthening of the United Nations: An Agenda for further Change" Report of the Secretary-General, A/57/387, 9 September 2002, United Nations, New York

⁴ UN organizations include UN Funds and Programmes and Specialized Agencies.

to ensure that their respective programmes of cooperation are coordinated and that they jointly contribute to the UNDAF outcomes.

In countries where an UNDAF has not yet been prepared, UN organizations can coordinate their activities in the context of UN theme groups, e.g., on HIV/AIDS, gender, food security etc. This will ensure that national entities and UN organizations work closely together with clearly identified common goals and clearly assigned roles. Joint programming can also occur within regional and other country frameworks, such as emergency appeals (Consolidated Appeals Process-CAP) and countries where an UNDAF is not required.

3.2. Implementation: The next step in joint programming is implementation. Joint programming involves each of the UN programmes, funds, and specialized agencies working closely together and with national partners to coordinate their interventions in support of results which will lead to the achievement of the UNDAF outcomes, as set out in the UNDAF Results Matrix.

3.3. Monitoring, evaluation and reporting takes place throughout the duration of the UNDAF cycle and are based on the UNDAF M&E plan. Monitoring of the interventions of the UN programmes, funds and specialized agencies, together with exchange of information and progress updates, occurs throughout the year and culminates in Annual Reviews against work plans (for some UN Organizations this takes place every other year). Joint monitoring and evaluation activities will be identified and undertaken as part of the UNDAF M&E plan. The UNDAF evaluation includes an assessment of UN system collaboration, which encompasses joint programming.

4. What is a joint programme?

A joint programme is a set of activities contained in a common work plan and related budget, involving two or more UN organizations and (sub-)national partners. The work plan and budget will form part of a joint programme document, which will also detail roles and responsibilities of partners in coordinating and managing the joint activities. The joint programme document is signed by all participating organizations and (sub-)national partners.

4.1 How is a joint programme developed? (See Box 1 for a graphic illustration)

In the case of the UNDG ExCom agencies, expected programme component and project results are expressed in CPDs and CPAPs, and the requisite activities are described in **Annual Work Plans** (AWPs). For the specialized agencies, their contribution to the UNDAF outcomes is expressed in their respective programmes and project documents. During that process, UN organizations and national partners identify, through the UNDAF Results Matrix, the results that UN system organizations plan to achieve to contribute to each UNDAF Outcome (**See step 1 in graphic in Box 1**).

UN organizations also strategize and identify where they plan to support common results (**see step 2 and 3 in graphic Box 1**), where they have common national or sub-national partners, and/or work in the same geographical area. Where they have identified these common elements, two or more UN organizations may then consider joint programmes as a way to increase effectiveness and efficiency. The decision on whether to develop a joint programme by

combining activities into one work plan will depend on the judgment of the national partner(s) and the UN organizations. Opportunities for joint programmes may also be identified during annual reviews.

All national and UN organizations participating in a joint programme should develop a common work plan (e.g. for ExCom agencies this is based on the AWP) (**see step 4 in graphic Box 1**). This work plan sets out the activities that will be carried out during each year of the joint programme, the expected outputs to which these activities will contribute to, the inputs needed to carry out the activities, and the timeframe, budget, and responsibilities for completing the activities.

The requirements of joint planning and coordination should be taken into account when a joint programme is being considered. In planning for joint programmes, capacity of government and participating UN organizations to coordinate, manage and provide inputs (cash, supplies, in-kind or technical expertise) to support implementation and monitor joint programmes should be carefully considered. Where applicable, differences in methodology and approach – e.g. prioritization of areas and populations, methodology for community mobilization, modality of delivery of technical assistance – should be identified and resolved at the planning stage.

A suggested format for a joint programme document, including the minimum requirements (a common work plan, a budget, the coordinating and management mechanism and signature of the parties to the joint programme) is provided in Annex D.

The hypothetical example in box 2 illustrates the process to identify common results within an UNDAF outcome.

Box 1: The UNDAF Results Matrix and Joint Programming

National Priority or goal: 1			
UNDAF Outcome *			
Agency Outcomes	2	→	Agency Outputs
Agency Outcome 1 (agency a)			Agency outputs (agency a)
Agency Outcome 2 (agency b)			Agency outputs (agency b)
Agency Outcome 3 (agency c)			Agency outputs (agency c)
Agency Outcome 4 (agency d)			Agency outputs (agency d)
Agency Outcome 5 (agency e)	3		Agency outputs (agency e)
Agency Outcome 6 (agency f)			Agency outputs (agency f)
Coordination Mechanisms and Programme Modalities			

* As UN organizations develop their outcomes and outputs that will contribute to the UNDAF Outcome, they will strategize together and with partners and agree on a broad framework for joint programmes, which will be refined later based on organizations' specific contributions.

4

Common Work Plan for Joint Programmes

Expected outputs ¹	Key Activities/Annual Output targets	Time frame	Responsible Party	Planned Budget
Output 1.			Identify UNDG organisation(s) and partners	
			...	
			...	
Output 2....				

¹ The outputs listed below might be agency specific, or shared outputs.

Box 2:

Hypothetical example of how to identify common results within an UNDAF outcome, where joint programmes can be considered (NB: The text below is for illustrative purpose only)

- Select an objective as a priority UNDAF outcome, e.g.: “Halt the spread of HIV/AIDS”;
- Within this particular UNDAF outcome, refer to the causal analysis contained in the CCA, and identify the key results that will contribute to achieving the UNDAF outcome.

For instance,

- Increased access to comprehensive reproductive health services
- Improved access to HIV prevention information and skills
- Enabling environment that allows and promotes the adoption of safe behavior
- Strengthened HIV surveillance and monitoring and evaluation systems

- Following consultations with other partners on their existing or planned contributions, UN organizations agree on areas where they can work together to enhance the achievement of the above results. They should also agree on division of responsibilities and the contributions that their respective programmes, projects and/or technical inputs are expected to make.

For instance,

- Increased access to comprehensive reproductive health services
 - Increased access of women and young people to reproductive health services, including voluntary and confidential testing and counselling (VCT) (UNFPA, UNICEF, WHO)
 - Increased availability of STI/HIV/AIDS prevention information and services, including condom programming (UNFPA)
 - Increased availability of condoms throughout the country in public and private outlets (USAID, DFID, UNFPA)
 - Increased access to STI/HIV/AIDS treatment, including anti-retroviral drugs and treatment of opportunistic diseases (WHO)
- Improved access to HIV prevention information and skills
 - High risk population groups know how to prevent HIV infection (European Union)
 - 80 % of young people know how to prevent HIV (UNFPA, UNICEF)
 - Multi-media campaign messages reach 80% of all people (UNDP, UNESCO)
 - 80% of schools provide health programmes (World Bank, UNESCO, WHO, UNICEF)
 - Improved participation of the poor in health and nutrition training, and in skills development, through availability of basic food (WFP)
- Enabling environment that allows and promotes the adoption of safe behavior
 - All large enterprises have mandatory campaigns on HIV in the workplace (ILO)
 - Non-discriminatory employment policies and legislation adopted (ILO)
 - Strengthened (sub-)national institutions that oversee the national HIV/AIDS response (UNDP)
 - Improved nutrition among young people and their families and communities (WFP, WHO, UNICEF)
- Strengthened HIV surveillance and monitoring and evaluation systems
 - HIV surveillance systems in place, policy on VCT established, (WHO)
 - Health workers are able to conduct VCT (ILO, UNICEF)
 - Strengthened national capacities to collect epidemiological data and monitor trends (WHO, UNDP)

- By re-assessing the planned contributions that the Country Programmes will be able to make, the result that contributes to the UNDAF Outcome can now be formulated.

For instance: 70% of the sexually active population adopts safe sexual behavior.

4.2 How is a joint programme managed?

Once a joint programme has been identified and developed, UN organizations should ensure that all necessary arrangements for coordination are made in a timely manner to ensure prompt implementation. This will include an agreement on the division of responsibilities among participating UN organisations and national partners for the implementation of the activities, management of funds, coordination and review of programme results. In particular, the agreed decision making process for managing and implementing the joint programme should be clearly set out in the joint programme document.

The joint programme coordination mechanism should involve senior personnel of all signatories to the joint programme document with similar level of decision-making authority. It is desirable that this mechanism be drawn from existing UN theme groups and/or SWAP/Sector coordinating mechanisms (for ease of reference, this will be referred to in the annexes as “Joint Programme Steering Committee”). The joint programme coordination mechanism may also have other members in an observer capacity, such as donors and other stakeholders.

Resources for joint programmes: As joint programmes are developed as an integral part of the UNDAF process and the expected results are reflected in country programmes and projects, participating UN organizations are expected to allocate available resources to joint programmes. Any resource mobilization efforts should be coordinated and participating UN organizations should inform each other of the source of funds allocated to the joint programme.

Start-up human and financial resources may be identified as necessary to initiate preparatory activities leading to a joint programme, including for coordination, planning, formulation of programme proposals for resource mobilization, etc.

Communication: National partners and each UN organization participating in joint programmes should be duly recognized in all external communication methods used to publicize the initiative. The role of each participating UN organization should be acknowledged in all communications, reports and publications with partners, donors, beneficiaries and the media.

Enabling Environment: Headquarters, regional and field offices management and staff are encouraged to create an environment in which contribution to joint programming is acknowledged and in which agency representatives and staff are encouraged to explore opportunities for joint programmes, where suitable.

4.3 Monitoring and Evaluation of joint programmes: A joint programme is monitored throughout its duration and evaluated in accordance with the UNDAF M&E plan. Participating UN organizations should share information and progress updates, and undertake joint visits where appropriate. The UNDAF Evaluation will include a specific assessment of the joint programme, looking in particular at UN System collaboration. The scope of the assessment will depend on the size and strategic importance of the joint programme. When an evaluation of a joint programme is undertaken, traditional evaluation criteria (relevance, efficiency, effectiveness, impact and sustainability) apply with an emphasis on results and on the joint programming process. Suggested specific additional questions could include:

- **Effectiveness:** Have the resources invested produced desired results? How has the joint programme contributed to achieving the national agenda? How has the joint programme enhanced ownership and contributed to developing national capacity?
- **Efficiency:** How has the joint programme affected transaction costs for government and participating UN organizations involved in the programme? How has the joint programme affected pace of implementation?
- **Coherence:** To what degree are actors working toward the same results, with a common understanding of the inter-relationships among interventions? To what degree are approaches such as human rights based approach to programming and results-based management understood and pursued in a coherent fashion? To what degree are crosscutting strategies, such as capacity development, based on and pursued according to a common analysis? What is the added value of having a joint programme?
- **Management and Coordination:** How well are responsibilities delineated and implemented in complementary fashion? How well have coordination functions been fulfilled? What are the effects of co-ordination/lack of co-ordination on the programmes?

4.4. Reporting on joint programmes: The annual review of a joint programme, done collectively by (sub-) national partners and participating UN organizations, results in a single report, thus reducing transaction costs.

The joint programme will have one consolidated report. A common format for reporting based on key principles such as results-based annual programme level reporting⁵ should be used to the extent possible. All reports will be shared with all relevant stakeholders through the coordination mechanism. Reporting arrangements and accountabilities will vary depending on the fund management option chosen, or combination thereof. The arrangements for each of the fund management options are specified in the annexes.

4.5. Fund management options

There are three fund management options for joint programmes: a) parallel, b) pooled, and c) pass-through. These options can also be combined.

The decision to select one or a combination of fund management options for a joint programme should be based on how to achieve the most effective, efficient and timely implementation, and to reduce transaction costs for national partners, donors and the UN.

A) Parallel fund management: This fund management option is likely to be the most effective and efficient when the interventions of participating UN organizations are aimed at common results, but with different national, sub-national and/or international partners. Under this option, each organization manages its own activities within the common work plan and the related budget, whether from Regular or Other Resources.

B) Pooled fund management: This fund management option is likely to be the most effective and efficient when participating UN organizations work for common results with a common

⁵ For the ExCom Agencies (UNDP, UNICEF, UNFPA and WFP), the Standard Progress Report incorporates these principles.

national or sub-national partner (e.g. Department, provincial office, NGO) and/or in a common geographical area. Under this option, participating UN organizations pool funds together to one UN organization, called the Managing Agent, chosen jointly by the participating UN organizations in consultation with the (sub-)national partner (elements to be considered in the selection of the MA are listed in Annex B, paragraph B.6).

The Managing Agent is accountable for supporting the (sub-)national partner in managing the joint programme in line with the common work plan, specifically for timely disbursement of funds, and supplies and for coordinating technical inputs by all participating UN organizations. The MA also follows up with the (sub-)national partner on implementation, and is accountable for narrative and financial reporting to the joint programme coordination mechanism. The MA may engage in resource mobilization for the joint programme, in consultation with government and participating UN organizations.

C) Pass-through fund management: Under this option, two or more organizations develop a joint programme, identify funding gaps and submit a joint programme document to donor(s). If the donor(s) and participating UN organizations agree to channel the funds through one participating UN organization, then the pass-through modality applies. The UN organization channelling resources, hereinafter called the Administrative Agent (AA) will be selected jointly by all participating UN organizations in consultation with Government (elements to be considered in the selection of the AA are listed in Annex C, paragraph C.4). The common work plan would clearly indicate the activities to be supported by each of the participating UN organizations. The indirect costs to be charged by each organization would be reflected in the respective budgets. The programmatic and financial accountability will rest with the participating UN organizations and (sub-)national partners that would be managing their respective components of the joint programme.

The pass-through mechanism may also be used as a funding mechanism in broad national level planning and resource mobilization processes, most commonly for special Trust Funds approved for emergency purposes. In such cases, unless there is common work plan around specific results, the pass-through is used as a funding mechanism but is outside the framework of a joint programme.

Operational details on each of the fund management options are provided in self-standing Annexes A-C. Annexed are also Standard Letter of Agreements and Memoranda of Understanding to be used for the pooling and pass-through fund management options (Annexes F-H).

Combination of options: Joint programmes may require a combination of fund management options. For example, participating UN organizations might decide to pool funds under a Managing Agent for those parts of a joint programme to be managed jointly, while other parts of the joint programme would be managed through parallel funding, within the overall framework of the joint programme. Where this occurs, it is especially important that participating UN organizations inform each other of source of funds allocated to the joint programme, independent of the fund management option, and conduct any resource mobilization efforts for the joint programme in a coordinated manner.

Under a combination of options, an aggregated/consolidated budget for a joint programme will include resources allocated under each fund management option used for the joint programme. Aggregated/consolidated reporting (both narrative and financial) will likewise include each of the fund management options used in the joint programme.

5. Joint programming and Sector-Wide Approaches (SWAPs)

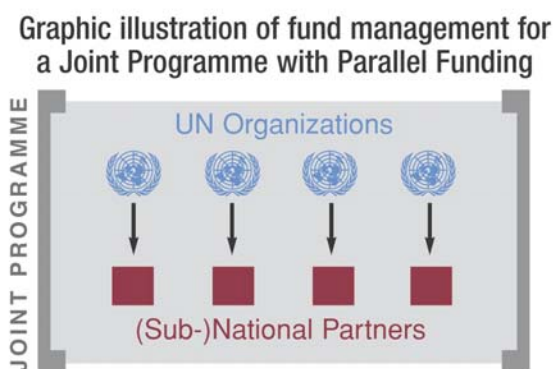
SWAPs share with joint programming the aim to improve coordination, effectiveness and efficiency in supporting national goals and to reduce the transaction costs for governments. In countries where SWAPs exist, UN organizations are encouraged to participate in the SWAPs, where appropriate. In such cases, the participating organizations should play a full role in policy and programme development, programme implementation and monitoring and evaluation. UN organizations should pay specific attention to capacity development when participating in SWAPs.

The criteria for such participation would include the existence of a work plan and financial reporting based on mutually agreed transparent and verifiable accounting mechanisms. Where appropriate, UN organizations are encouraged to participate in a SWAP through parallel or pooled funding. The participating UN organizations would rely on an assessment of the financial management capacity of the government partner managing the “basket”, when determining the appropriate fund management option.

Annex A: Operational details for parallel fund management for joint programmes

A.1 Definition: This fund management option is likely to be the most effective and efficient when interventions by participating UN organizations are aimed at common results, but with different national, sub-national and/or international partners. Under this option, each organization manages its own funds, whether coming from Regular or Other Resources. The joint programme document would consist at a minimum of a common work plan agreed by all participating UN organizations, an aggregated/consolidated budget showing the inputs from the various parties involved, the coordination mechanism and signature of participating organizations.

A.2 Resource Flow and Management: The following graphic illustrates the fund flow under parallel fund management.



A.3 Coordination mechanism: Once all components of the joint programme common work plan have been agreed to by (sub-)national partners and each of the participating UN organizations, roles and responsibilities for coordination of the various interventions and for producing a single aggregated/consolidate report should be documented. Due consideration should be given to the need of dedicating sufficient human resources for such functions. All participating UN organizations should share the costs of coordination. Additional human resource requirements, if any, could be included in funding proposals.

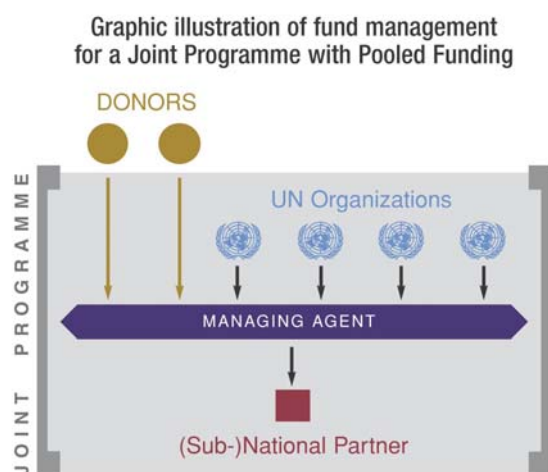
A.4 Reporting: Each participating UN organization will prepare narrative and financial reports in accordance with its policies and procedures, and operational policy guidance. Reporting should be annual and focused on results. Reporting practices and formats should be harmonized to the extent possible. Responsibility should be assigned for the preparation of an aggregated or a consolidated narrative and financial report for submission to the coordination mechanism. The aggregated/consolidated narrative and financial report should be clearly identified as a compilation of the UN organizations' narrative and financial reporting and be presented "for information purposes" only.

- A.5 Monitoring and Evaluation:** Monitoring and Evaluation occurs throughout the year and culminates at the annual review of the common work plan (organizations that conduct their reviews on a biennial basis should attempt to participate in the annual review). The planned monitoring activities and evaluation(s) of the joint programme should form part of the UNDAF M&E plan. Participating UN organizations should undertake joint field visits, where appropriate.
- A.6 Communication:** All communications regarding the joint programme should reflect participation of the (sub)-national partners and all other organizations involved. In cases where an individual organization would publicize the joint programme, any reference to activities carried out by the individual organizations should mention the activities in the context of the joint programme.
- A.7 Funding Arrangement:** Funding arrangements under this option follow each agency's regulations and rules for individual programming and project processes.
- A.8 Budget Preparation:** Each participating UN organization will prepare a separate budget, consistent with its procedures, and covering the mutually agreed components of the programme it will manage. Responsibility should be assigned for preparing an aggregated/consolidated budget, showing the budget components of each participating UN organization/implementing partner(s). That may also contribute to identifying funding requirements.
- A.9 Accounting:** Each UN organization will account for the income received to fund its programme components in accordance with its financial regulations and rules.
- A.10 Indirect Costs:** In the case of Other Resources, each participating UN organization will recover indirect costs in accordance with its financial regulations and rules and as documented in the funding agreement signed with the donor.
- A.11 Interest on funds:** In the case of Other Resources, interest will be administered in accordance with the financial regulations and rules of each UN organization and as documented in the funding agreement signed with the donor.
- A.12 Balance of Funds:** The disposition of any balance of funds remaining at the end of programme implementation will be in accordance with the agreements between the participating UN organizations and the implementing partners as well as donors where applicable.
- A.13 Audit:** Consistent with current practice, each UN organization will be responsible for auditing its own contribution to the programme as part of its existing regulations and rules. Audit opinions of the individual UN organizations should be accepted by the other UN organizations.

Annex B: Operational details for pooled fund management for joint programmes

B.1 Definition: This fund management option is likely to be the most effective and efficient when participating UN organizations work for common results with a common national or sub-national partner (e.g. Department, provincial office, NGO) and/or in a common geographical area. Under this option, participating UN organizations pool funds together to one UN organization, called the Managing Agent (MA), chosen jointly by the participating UN organizations in consultation with the (sub-)national partner. The MA will support the (sub-)national partner in managing the programme. Programme and financial accountability for the UN support to the joint programme will rest with the MA.

B.2 Resource Flow and Management: The following graphic illustrates the fund flow under the pooled fund management.



B.3 Coordination Mechanism: Once the joint programme has been developed and agreed jointly by the participating UN organizations, the arrangements for monitoring, review, and coordination should be documented. The composition of the joint programme coordination mechanism (referred to in the standard agreements as Joint Programme Steering Committee) shall include all the signatories to the joint programme document. The coordination mechanism may also have other members, such as donors and other stakeholders, in an observer capacity.

B.4 Reporting: The MA will prepare and share narrative and financial reports in accordance with its policies and procedures and operational policy guidance for submission to the Joint Programme Coordination Mechanism.

- B.5 Monitoring and Evaluation:** This will take place during the year in accordance with the MA's procedures and policy guidance. All signatories to the joint programme document will participate in monitoring and evaluation and contribute to the Annual Review. For some UN organizations, the review takes place every other year. It is however recommended that joint programmes should be reviewed at least annually.
- B.6 Selection of the Managing Agent:** When selecting the MA, the organizations that have pooled their funds will take the following elements into consideration: i) Country presence, ii) Expertise in the area covered by the Programme (comparative advantage), iii) Existing relationship with national counterparts, and; iv) In-country financial/administrative management capacity.
- B.7 Fund Management Mechanism:** Each UN organization participating in the pool would sign a Memorandum of Understanding with the MA (see Annex F). The MA is accountable for supporting the (sub-)national partner in managing the joint programme. The MA is accountable for timely disbursement of funds and supplies, and for coordinating technical inputs by all participating UN organizations. The MA also follows up with the (sub-)national partners on implementation, and is accountable for narrative and financial reporting to the joint programme coordination mechanism. The MA may engage in resource mobilization for the joint programme, in consultation with government and participating UN organizations.
- B.8 Budget Preparation:** The MA will prepare a budget for the joint programme, consistent with its procedures, and covering the mutually agreed components of the programme, for endorsement by the participating UN organizations.
- B.9 Accounting:** The MA will account for the income received to fund the joint programme in accordance with its financial regulations and rules.
- B.10 Indirect Costs:** The MA will recover indirect costs in accordance with its financial regulations and rules. This will be documented in the Memorandum of Understanding signed with the participating UN organization(s) and in any funding agreement signed with the donor(s).
- B.11 Interest:** In the case of Other Resources, interest will be administered in accordance with the financial regulations and rules of the MA and as documented in the Memorandum of Understanding signed with the participating UN organization(s) and in any funding agreement signed with the donor(s).
- B.12 Balance of Funds:** The disposition of any balance of funds remaining at the end of programme implementation will be in accordance with the Memorandum of Understanding signed with the participating UN organization(s) and in any funding agreement signed with the donor(s) (see Annex F).
- B.13 Communication:** Upon consultation with the participating UN organisations, the Managing Agent shall take appropriate measures to publicize the Joint Programme as a

joint programme of all the participating UN organisations and the (sub)-national partner. Information given to the press, to the beneficiaries of the Joint Programme, all related publicity material, official notices, reports and publications, shall acknowledge the role of the (sub)-national partner, the Managing Agent and all participating UN organizations, and the other contributors (if any) to the joint programme account.

B.14 Audit: Consistent with current practice, audits of joint programmes will be conducted in accordance with the respective UN organizations' requirements. The audits conducted by the MA's internal and/or external auditors should be considered acceptable to all UN organizations contributing to the pool.

Annex C: Operational details for pass-through fund management for joint programmes

C.1 Definition: Under this option, two or more organizations develop a joint programme, identify funding gaps and submit a joint programme document to donor(s). If the donor(s) and participating UN organizations agree to channel the funds through one participating UN organization, then the pass-through modality applies. The UN organization channelling resources, hereinafter called the Administrative Agent (AA) would be jointly selected by all participating organizations. The programmatic and financial accountability will rest with the participating organizations and (sub-)national partners that would be managing their respective components of the Joint Programme.

C.2 Resource Flow and Management: The following graphic illustrates the fund flow under the pass-through fund management.

Graphic illustration of fund management for a Joint Programme with Pass-Through Funding



C.3 Coordination Mechanism: Once the joint programme has been developed and agreed jointly by the participating UN organizations, the arrangements for management, review, and coordination should be documented, including role and responsibilities of the AA. The joint programme coordination mechanism shall include all signatories to the joint programme document. It may also have other members, such as donors and other stakeholders, in an observer capacity.

C.4 Selection of the Administrative Agent: The UN organizations participating in the joint programme will select the AA, taking into consideration the following elements: i) Country presence; ii) Financial and administrative capacity to interface between donor(s) and participating UN organizations and iii) Thematic, functional and geographical area of expertise in the area covered by the programme.

C.5 Reporting:

- a. Participating UN organizations:** Each participating UN organization will prepare reports in accordance with its financial regulations and rules and operational policy guidance. Reports will be shared with the Joint Programme coordination mechanism in accordance with the Memorandum of Understanding (see Annex G). To the extent possible, reporting formats should be harmonized.
- b. Administrative Agent:** The Administrative Agent shall prepare consolidated narrative progress and financial reports consisting of the reports submitted by each participating UN organization, and shall provide those consolidated reports to each donor that has contributed to the joint programme account, in accordance with the timetable established in the Letter of Agreement (see Annex H).

C.6 Monitoring and Evaluation: Monitoring occurs throughout the year and culminates at the annual review of the common work plan. The planned monitoring activities and evaluation(s) of the joint programme should form part of the UNDAF M&E plan. Participating UN organizations should undertake joint field visits, where appropriate.

C.7 Communication: Each participating UN organization shall take appropriate measures to publicize the joint programme and to give due credit to the other participating UN organizations. Information given to the press, to the beneficiaries of the joint programme, 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 programme.

C.8 Funding Arrangements: Based on agreement of the joint programme coordination mechanism identified at country level, the AA will negotiate and sign a Letter of Agreement with the donor(s) in respect of the joint programme (see Annex H).

C.9 The AA will sign a Memorandum of Understanding with the participating UN organization (see Annex G). Each UN organization participating in the joint programme will programme and manage activities and funds in line with its established regulations and rules.

C.10 The donors should be encouraged to use the remittance advice when transferring funds, to facilitate a quick transfer of funds from the AA to the participating UN organizations (normally within 7-10 business days).

C.11 Budget Preparation: Each UN organization will prepare a separate budget, consistent with its procedures, and covering the mutually agreed parts of the programme that it will be managing. Budget formats should to the extent possible be harmonized. The AA will prepare a consolidated budget for approval by the joint programme coordination mechanism.

C.12 Accounting:

- a. **Administrative Agent:** Funds received pursuant to the funding agreement signed with the donor(s) will be recorded by the AA in a joint programme account. The AA does not record funds channeled to other participating UN organizations as income. The AA records as income only those funds for which it is programmatically and financially accountable (i.e. for its part of the joint programme as a participating organization).
- b. **Participating UN Organizations:** Each UN organization participating in the joint programme will account for the funds distributed by the AA in respect of its components in the joint programme in accordance with its financial regulations and rules.

C.13 Admin Fee and Indirect Costs:

- a. **Administrative Agent:** The AA shall be entitled to allocate one percent (1%) of the amount contributed by donor(s), for its costs of performing the AA's functions. This will be subject however to a floor of \$20,000 and a ceiling of \$100,000. In cases where the participating UN organizations and the AA agree that the AA's responsibilities are more complex than the 'standard' responsibilities (see Letter of Agreement in Annex H for a list of "standard responsibilities"), a higher percentage for the AA fee may be agreed by the participating UN organizations or included as direct cost in the budget directly managed by the AA as appropriate.
- b. **Participating UN Organizations:** Each UN organization participating in the joint programme will recover indirect costs in accordance with its financial regulations and rules and as documented in the Memorandum of Understanding signed with the AA. The rate of recovery may vary between UN organizations participating in the joint programme, based on their applicable regulations and rules.

C.14 Interest: Interest, if any, will be administered in accordance with the financial regulations and rules of each UN organization participating in the joint programme. The AA should not accrue interest on the funds received from the donor(s) because they are expected to flow through almost immediately.

C.15 Balance of Funds:

- a. **Participating UN Organizations:** Any funds remaining after the financial closure of the programme will be returned to the AA.
- b. **Administrative Agent:** Any unprogrammed funds remaining in the joint programme account after the financial closure of the Joint Programme will be returned to the donor(s) or utilised in a manner agreed upon between the AA and the donor(s), and approval of the joint programme coordination mechanism.

C.16 Audit: Consistent with current practice, each UN organization will be responsible for auditing its own contribution to the programme as part of its existing regulations and rules. Audit opinions of the individual UN organizations should be accepted by the other UN organizations.

Annex D
SAMPLE JOINT PROGRAMME DOCUMENT

Minimum requirements are: link to UNDAF outcome (and/or other contexts—e.g., UN theme groups, CAP); a common work plan management and coordination arrangements; budget; and signatures of (sub-)national and participating UN organizations. A suggested format is provided below.

Cover Page

Formatted

Country: _____

UNDAF Outcome(s): _____

Expected Outcome(s): _____

Expected Output(s): _____

(Sub-)National partner(s): _____

Executive Summary

Programme Title: _____

Programme Duration
(start/end dates): _____

Fund Management Option(s): _____
(Parallel, pooled, pass-through, combination)

Estimated budget: _____

Allocated resources: _____

- Government _____
- Regular/Other Resources _____
- UN Org... _____
- UN Org... _____
- Donor ... _____
- Donor ... _____

Unfunded budget: _____

Section 1: Background and Analysis (Context of UNDAF/Theme Group or CAP)

This section should provide hyperlinks and/or copy relevant sections of the CCA and UNDAF and indicate how the joint programme fits into the UNDAF results (i.e., the strategy to address the situation within the national framework and achieve results). This section could include additional information on related Government/civil society/UN efforts underway, reference to lessons learned, risks which may constrain achievement of results and measures to minimize risks

Section 2: Management and Coordination Arrangements

This section should include the following:

- Specify what the mechanism is, who it consists of, and role of this mechanism:
 - How the programme will be reviewed
 - Decision making:
 - Overall direction of the programme
 - Decisions on programme implementation
- Fund management option(s) (e.g., parallel, pooled, pass-through, or a combination)
- Role of AA or MA, if applicable, in accordance with the Memorandum of Understanding.
- Accounting and Reporting arrangements
- Role of each UN organization participating in programme
- Planned monitoring and evaluation activities, including indicators and system for feeding back lessons learned

Section 3: Common Work plan and Budget

(See next page for suggested format)

Section 4: Signatures of national counterparts and participating UN organizations

Signature Page Signature of government counterparts
Signature of the agencies' representatives in the country

Annex E: Glossary

Administrative Agent (AA)

The UN organization responsible for the administration of funds in a pass-through fund management mechanism.

Administrative Agent Fee

Fee earned by the Administrative Agent for the administration in a pass-through fund management mechanism.

Aggregated Budget:

A compilation of project budgets of participating UN organizations in a joint programme.

Annual Work Plan (AWP)

The required UNDG ExCom agency Annual Work Plans set out the activities which will be undertaken during the year in order to reach the results specified in the agency's CPAP (see below). The AWP's will include a timeframe, budget and responsibilities for completing the activities. They are signed by the UN agency and by the (sub-)national partner(s) implementing the activities.

Common country assessment (CCA)⁸

The CCA is the common instrument of the United Nations system to analyze the national development situation and identify key development issues with a focus on the MDGs and the other commitments, goals and targets of the Millennium Declaration and international conferences, summits, conventions and human rights instruments of the UN system.

Consolidated appeals process (CAP)⁹

A programming process through which national, regional and international relief systems are able to mobilize in order to respond to selected major or complex emergencies that require a system-wide response to humanitarian crisis.

Consolidated Budget:

An integrated budget derived by combining the budgets of the participating UN organizations in a joint programme.

Country Programme Action Plan (CPAP)

The plan covering a UNDG ExCom agency's cooperation over the course of its Country Programme. It summarizes the issues and problems that will be addressed by the Country Programme; describes the major results expected during the duration of the country programme; sets out how these results will be achieved; and establishes the resources that the UN agencies and government expect to make

⁸ Source: CCA/UNDAF guidelines

⁹ Source: glossary of OCHA technical guidelines for CAP (2002)

available to these ends. The CPAP contains a series of agency specific mandatory articles and provisions governing the management of the Country Programme. The CPAP is signed by the UN agency and the government.

Country Programme Document (CPD)

A description of the proposed country programme of each UNDG ExCom agency which is submitted to its Executive Board for approval. The CPD states the priority problems to be addressed by the agency's programme of cooperation, outlines the programme components, how programme strategies will lead to expected results, and the resources needed.

Direct Costs

Costs that can be traced to or identified as part of the cost of a project or programme in an economically feasible way. Direct costs are necessary for and can be identified with the performance of the specific project/programme. Direct costs include for example all personnel costs charged to the project/programme; expenditures for supplies and equipment; travel expenses; and any other expenses specifically identified with that project/programme.

Donors¹⁰

Entities, governments and organizations that provide resources in cash and in kind.

Efficiency¹¹

A measure of how economically resources/inputs (funds, expertise, time, etc.) are converted to results.

Effectiveness¹²

The extent to which a programme or project achieves its objectives.

Financial Closing:

A project or programme is considered financially closed when all financial obligations of an operationally completed project or programme have been settled, and no further financial charges may be incurred.

Financial report

Reports containing financial information. These are not certified and are provided for information sharing purposes.

Financial statement

Financial statements that are certified. The certification is from the appropriate authority in the applicable UN organization.

¹⁰ UNDG Financial Policies Working Group

¹¹ OECD DAC Glossary

¹² UNDG Financial Policies Working Group

Indirect Cost¹³

A general cost that cannot be directly related to any particular programme or activity of the organization. These costs are recovered in accordance with each organization's own financial regulations and rules.

International Counterpart

Examples include donors, bilateral development organizations, multilateral development banks and international NGOs.

Joint programming

Joint programming is the collective effort through which the UN organizations and national partners work together to prepare, implement, monitor and evaluate the activities aimed at effectively and efficiently achieving the Millennium Development Goals (MDGs) and other international commitments arising from UN conferences, summits, conventions and human rights instruments. Through joint programming, common results and the modalities for supporting programme implementation are identified.

Joint programme/project

A joint programme is a set of activities contained in a common work plan and related budget, involving two or more UN organizations and (sub-)national partners. The work plan and budget will form part of a joint programme document, which will also detail roles and responsibilities of partners in coordinating and managing the joint activities. The joint programme document will be signed by all participating organizations and (sub-)national partners.

Joint programme Steering Committee

A coordination mechanism for the joint programme. The composition shall include all the signatories to the joint programme document. The mechanism may also have other members in an observer capacity, such as donors and other stakeholders.

Managing Agent

Under a pooled fund management mechanism, the participating UN organization that has been appointed to serve as the administrative interface between the national partner, and be programmatically and financially accountable for the joint programme.

Millennium Declaration¹⁴

Declaration adopted by the UN General Assembly (A/RES/55/2). It lists values and principles and makes commitments for peace, security and disarmament; development and poverty eradication; protecting our common environment; human rights, democracy and good governance; protecting the vulnerable; meeting special needs of Africa; and strengthening the United Nations.

¹³ UNDG Financial Policies Working Group

¹⁴ UN Resolution A/RES/55/2

Millennium Development Goals (MDGs)

Targets set out in the Millennium Declaration which focus on 8 major development results by 2015, encompassing: 1) Eradicate extreme poverty and hunger; 2) Improve maternal health; 3) Achieve universal primary education; 4) Combat HIV/AIDS, malaria, and other diseases; 5) Promote gender equality and empower women; 6) Ensure environmental sustainability; 7) Reduce child mortality; 8) Develop a global partnership for development.

National Partners

Government ministry, sub-national partner, department, section or Civil Society Organizations.

OECD / DAC

The Development Assistance Committee (DAC) is the principal body through which the Organization for Economic Co-operation and Development (OECD) deals with issues related to aid co-operation with developing countries.

Other Resources

Resources, other than Regular Resources, which are received for a specific programme purpose and for the provision of specific services to third parties.

Outcome

The intended or achieved short-term and medium-term effects of an intervention's outputs, usually requiring the collective effort of partners. Outcomes represent changes in development conditions, which occur between the completion of outputs and the achievement of impact.

Outputs

The products and services, which result from the completion of activities within a development intervention.

Parallel fund management

A fund management mechanism where each organization participating in the joint programme manages its own funds, whether coming from Regular or Other Resources.

Pass-through fund management

A fund management mechanism where a donor(s) and UN participating organizations agree to channel the funds for a joint programme through one participating UN organization. The UN Organization channelling resources, hereinafter called the Administrative Agent (AA) would be jointly selected by all participating organizations. The programmatic and financial accountability will rest with the participating organizations and (sub-)national partners that would be managing their respective parts of the Joint Programme.

Pooled fund management

A fund management mechanism where participating UN organizations work for common results with a common national or sub-national partner (e.g. Department, provincial office, NGO) and/or in a common geographical area. Under this option, participating UN organizations pool funds together to one UN organization, called the Managing Agent, chosen jointly by the participating UN organizations in consultation with the (sub-)national partner.

Poverty Reduction Strategy Paper (PRSP)¹⁵

Describe a country's macroeconomic, structural and social policies and programs to promote growth and reduce poverty, as well as associated external financing needs. PRSPs are prepared by governments through a participatory process involving civil society and development partners, including the World Bank and the International Monetary Fund (IMF).

Regular Resources

Resources that are co-mingled and untied. These will include pledges of voluntary contributions, other governmental or intergovernmental payments, donations from non-governmental sources and related interest earnings and miscellaneous income.

Remittance Advice

A message sent by fax or email by the donor to the receiving organization to alert them to a funds transfer, which is being made to them. The message is intended to allow the receiver to identify the funds quickly and to expedite the budget creation process. The remittance advice should, at a minimum, include; the sender's name, the name of a contact person associated with the funds, the date the funds are being sent, the amount being sent, the currency of the remittance, the initial bank being employed by the sender, the account the funds are being sent to, the purpose of the funds, any program/project identifiers (name and/or code reference numbers) and the country, region or global program being assisted.

Results Based Management (RBM): A management strategy by which an organization ensures that its processes, products and services contribute to the achievement of desired results (outputs, outcomes and impacts). RBM rests on clearly defined accountability for results, and requires monitoring and self assessment of progress towards results, and reporting on performance.

Simplification and Harmonization (S &H)

The process through which programme preparation, implementation and monitoring and evaluation procedures of the agencies are being revised in response to General Assembly Resolution 56/201. It is meant to reduce transaction costs for government and other partners by streamlining complex rules and procedures, raise development effectiveness, increase impact and sustainability and improve financial and programme accountability and transparency.

¹⁵ <http://www.worldbank.org/poverty/strategies/>

Sector Wide Approach (SWAP) ¹⁶

A method of working between government and development partners, a mechanism for coordinating support to public expenditure programmes, and for improving the efficiency and effectiveness with which resources are used in the sector.

Stakeholders ¹⁷

People, groups or entities that have a legitimate interest in a programme or project. They include target groups, direct beneficiaries, those responsible for ensuring that the results are produced as planned, and those accountable for the resources that they provide to the programme or project.

Theme group

A UN inter-agency mechanism, which may also include Government, NGOs, CSOs, and other stakeholders who coordinate their work in one area (e.g., HIV/AIDS, food security, gender).

Transaction costs

Costs related to programming that do not directly impact beneficiaries. Examples include reporting, monitoring and evaluation, etc.

United Nations Development Assistance Framework (UNDAF) ¹⁸

The UNDAF is the common strategic framework for the operational activities of the United Nations System at the country level. It provides a collective, coherent and integrated United Nations system response to national priorities and needs, including PRSPs and equivalent national strategies, within the framework of the MDGs and the other commitments, goals and targets of the Millennium Declaration and international conferences, summits, conventions and human rights instruments of the UN system. The UNDAF emerges from the analysis of the CCA and is the next step in the preparation of United Nations system country programmes and projects¹⁹ of cooperation.

UNDAF Evaluation

A joint UN review of the results of the five year UNDAF which:

- Is the culmination of M&E activities
- Determines whether the common UNDAF outcomes were achieved
- Determines how well the UNDAF succeeded as a tool for UN system collaboration
- Informs subsequent CCA-UNDAF preparation for the next 5 year cycle

UNDAF Results Matrix

¹⁶Source: UNFPA website

¹⁷ UNDG Financial Policies Working Group

¹⁸ Source: CCA/UNDAF guidelines

¹⁹ In using the term “country programmes and projects” here and subsequently in these guidelines, the reference to projects is intended to refer primarily to the projects of UN agencies which do not have country programmes harmonized to the UN programming cycle.

The UNDAF Results Matrix links the strategic contribution of UN agencies' country programmes to the common UNDAF outcomes which are derived from national priorities, the MDGs and other international conventions, goals and targets.

UN organizations

Member organizations of the United Nations system, including the UN Secretariat, UN Funds, Programmes and Specialized Agencies.

United Nations Development Group²⁰

The United Nations Development Group (UNDG) is an inter-agency group and an instrument for UN reform, created by the Secretary General in 1997, to improve the effectiveness of UN development at the country level. The UNDG brings together the operational agencies working on development. The Group is chaired by the Administrator of the United Nations Development Programme (UNDP) on behalf of the Secretary General.

The UNDG develops policies and procedures that allow member agencies to work together and analyze country issues, plan support strategies, implement support programmes, monitor results and advocate for change. These initiatives increase UN impact in helping countries achieve the Millennium Development Goals (MDGs), including poverty reduction.

United Nations Development Group - Executive Committee (UNDG ExCom)

The UNDG Executive Committee: The "founding members" are the four funds and programmes that report directly to the Secretary General: UNDP, UNFPA, UNICEF, and WFP. The Executive Committee focuses on the work and methods of the funds and programmes and manages the mechanisms of the UNDG. It meets every other month and is chaired by the UNDP Administrator.

²⁰ UNDG website

Annex F: Standard Memorandum of Understanding between the Participating UN Organizations and the Managing Agent for pooled fund management

Memorandum of Understanding between [Names of Participating UN Organizations] and [Name of Managing Agent]

WHEREAS, [list names of Participating UN Organizations] (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a joint programme (hereinafter referred to as the “Joint Programme”) as part of their respective development cooperation with the Government of [name of country], as more fully described in the detailed Joint Programme document dated [date of Joint Programme document], document no. [reference no. of document] (hereinafter referred to as the “Joint Programme Document”)²¹, and have agreed to establish a coordination mechanism²² (hereinafter referred to as the “Joint Programme Steering Committee”)²³ 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 will fully participate in the preparation, planning, and evaluation of the Joint Programme in cooperation with the host Government, and that they will appoint one of the Participating UN Organizations to be responsible for supporting the national partner in the management of the Joint Programme funds and activities, (hereinafter referred to as “Managing Agent”) in order to achieve the objectives of the Joint Programme more effectively and efficiently; and

WHEREAS, the Participating UN Organizations have further agreed that they will pool their existing or otherwise mobilized Regular and/or Other Resources for the Joint Programme and put such resources under management and administration by the Managing Agent for supporting the national partner in the implementation of the Joint Programme;

²¹ The Joint Programme Document contains at a minimum a common work plan, a budget, the coordination and management mechanism and signature of all parties to the Document.

²² Parties to the Joint Programme Document will decide on the most appropriate coordination mechanism is – as for example, a Theme group, a Steering Committee, a management committee. For ease of reference, this mechanism is referred to as the “Joint Programming Steering Committee” in this document.

²³ The Composition of the Joint Programme Steering Committee or other body shall include all of the signatories to the Joint Programme Document. The Steering Committee may also have other members in an observer capacity, such as donors and other stakeholders.

WHEREAS, the Participating UN Organizations and the Government/national partner have further agreed that **[name of the Managing Agent]** (which is also a Participating UN Organization)²⁴ will be so appointed and will serve as the administrative interface with the national partner, and be responsible for supporting the national partner in the management of the Joint Programme, and the Participating UN Organization **[name of Management Agent]** has agreed to do so in accordance with this Memorandum of Understanding.

NOW, THEREFORE, the **[name of Managing Agent]** and the Participating UN Organizations (hereinafter referred to collectively as the “Parties”) hereby agree as follows:

Article I

Appointment of Managing Agent, its Status and Duties

1. The Participating UN Organizations hereby appoint **[name of Managing Agent]** as the “Managing Agent” or the “MA” to be responsible for the administration of the funds and for supporting the national partner in the management of the Joint Programme activities set out in the Joint Programme Document. The Managing Agent accepts this appointment and assumes full programmatic responsibility and financial accountability for the funds transferred to it by the Participating UN Organizations. This appointment shall continue until it terminates, or is terminated, in accordance with Article VIII below.

2. The Managing Agent shall perform the following duties:

- (a) disburse funds and supplies in a timely fashion;
- (b) coordinate technical inputs by all Participating UN Organizations;
- (c) follow-up with the (sub-)national partner on implementation;
- (d) be accountable for narrative and financial reporting to the joint programme coordination mechanism;
- (e) perform such other activities as the Participating UN Organizations and the Managing Agent may agree in writing.

3. In discharging its obligations under this Memorandum of Understanding, the Managing Agent shall have the status of an independent contractor and shall not be considered as an agent of the Participating UN Organizations or any of them and, thus, its personnel shall not be considered as staff members or personnel of any of them. Without restricting the generality of the preceding sentence, none of the Participating UN Organizations shall be liable for the acts or omissions of the Managing Agent or its personnel, or of persons performing services on its behalf, to the extent that the Participating UN Organizations or any one of them have not contributed to such acts or omissions of the Managing Agent resulting in such liability. In the case of any

²⁴ In most cases the MA will also be a Participating UN Organization. However, where the MA is not a Participating UN Organization, this provision can be deleted.

contributory acts or omissions of the Participating UN Organizations, the resulting liability shall be apportioned among them or any one of them.

Article II Financial Matters

1. The Participating UN Organizations shall contribute to the costs of the Joint Programme activities in accordance with the budget contained in the Joint Programme Document attached as ANNEX A. A schedule of payments is attached as ANNEX B.

2. The Managing Agent shall establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received by it pursuant to this Memorandum of Understanding (hereinafter, the “Joint Programme Account”). The Joint Programme Account shall be administered by the Managing Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Joint Programme 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 Managing Agent. The audit conducted by the Managing Agent’s internal and/or external auditors shall be considered acceptable to the Participating UN Organizations.

3. The Participating UN Organizations shall transfer funds to the Managing Agent through wire transfer. When making a transfer to the Managing Agent, each Participating UN Organization will notify the Managing Agent’s Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from that Participating UN Organization in respect of the joint programme in [**name of country**] pursuant to this Memorandum of Understanding, for deposit to the Joint Programme Account.

4. The Managing Agent shall not be required to commence or continue activities in connection with the Joint Programme if a scheduled contribution from a Participating UN Organization has not been paid.

5. The funds in the Joint Programme Account shall be accounted as income to the Managing Agent. In accordance with **its policies and procedures for cost recovery in line with decisions of its Executive Board**, the Managing Agent will apply [amount in words] percent ([amount in figures]%) of the contribution of each Participating UN Organization towards the Managing Agent’s indirect costs.

Article III Activities of the Managing Agent

1. The Managing Agent shall support the national partner in the management of the Joint Programme activities contemplated in the Joint Programme Document in

accordance with its regulations, rules, directives and procedures. 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.

2. Any modifications to the Joint Programme activities set out in the Joint Programme Document, including as to their nature, content, sequencing or the duration thereof, shall be subject to mutual agreement in writing between the Participating UN Organizations and the Managing Agent, following approval of the Joint Programme Steering Committee. Any change in the budget for the Joint Programme set out in the Joint Programme Document shall be subject to mutual agreement in writing between all parties to the Joint Programme Document.

3. Where the Managing Agent wishes to support the implementation of the Joint Programme 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 Participating UN Organization shall be responsible for doing so.

Article IV Reporting

1. The Managing Agent shall provide the Joint Programme Steering Committee with the following statements and reports prepared in accordance with the regulations, rules and procedures applicable to it and as reflected in the joint programme document. In line with the principle that there should be only one annual report, the reporting arrangements are recommended to be:

(a) Narrative progress reports for each twelve-month period, to be provided no later than _____ after the end of the applicable reporting period;²⁵

(b) Interim, locally-produced, annual financial reports as of 31 December each year with respect to the Joint Programme Account, to be provided no later than _____ after the end of the applicable reporting period;²⁶

(c) A final narrative report and uncertified financial report, to be provided no later than _____ months after the completion of the Joint Programme (in the case of the final report) and _____ months after the last 31 December during which funds disbursed from the Joint Programme Account;

(d) A final certified financial statement, to be provided [.....]

²⁵ The MA should insert the periods for issuance of the reports set forth in this Article IV, consistent with its usual reporting requirements.

²⁶ The reports specified in Article IV (1)(b) and (c) are interim reports and are not certified. They are to be completed by the country or regional office, as appropriate.

2. Apart from the reports set further above, no other reports will be provided by the Managing Agent to the Participating UN Organizations or to the other contributors (if any) to the Joint Programme Account.

Article V
Other Contributors to Support the Joint Programme

1. Where a funding gap exists over and above the commitments made by Participating UN Organizations, the Managing Agent can engage in resource mobilization for the additional necessary funds. Donors would normally be expected to contribute to the Joint Programme through the Managing Agent. The Managing Agent would inform the Participating UN Organizations of any such contributions through the Joint Programme Steering Committee

2. In cases where a Participating UN Organization commits existing or otherwise mobilized other resources to the Joint Programme, the agreement between the participating UN organization concerned, and the donor would govern the said contribution.

Article VI
Monitoring and Evaluation

Monitoring and evaluation of the Joint Programme shall be undertaken exclusively in accordance with the Managing Agent's procedures and policy guidance and as reflected in the Joint Programme Document.

Article VII
Communication

Upon consultation with the Participating UN Organizations, the Managing Agent shall take appropriate measures to publicize the Joint Programme as a joint programme of all the Participating UN Organizations. Information given to the press, to the beneficiaries of the Joint Programme, all related publicity material, official notices, reports and publications, shall acknowledge the role of the host Government, the Managing Agent, all Participating UN Organizations and the other contributors (if any) to the Joint Programme Account.

Article VIII
Expiration, modification and termination of the Agreement

1. This Memorandum of Understanding shall expire upon completion of the Joint Programme, 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 that it has given notice, in accordance with the Joint Programme Document, of its withdrawal from the Joint Programme. In the event of any such withdrawal, the withdrawing Participating UN Organization shall only be eligible for a refund on contributions provided hereunder which have not yet been committed and/or disbursed.

4. The Managing Agent's appointment may be terminated by the Managing Agent (on the one hand) or by the mutual agreement of all Participating UN Organizations and the host Government (on the other) 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 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 Parties under this Memorandum of Understanding shall survive the expiration or termination of this Memorandum of Understanding to the extent necessary to permit the orderly conclusion of the Joint Programme 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 Programme Account shall be used for a purpose mutually agreed upon by the Parties to this Memorandum of Understanding.

Article IX Notices

1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the Managing Agent by _____, or his or her designated representative and on behalf of a Participating UN Organization by the head of office in [name of country], or his or her 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 X
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 XI
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 Managing Agent.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have signed this Memorandum of Understanding in the English in **[number of signatories]** copies.

For the Managing Agent

For _____

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

For _____

For _____

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

ANNEX A: Joint Programme Document Extract – Budget [and Disbursement Plan]

ANNEX B: Schedule of payments

ANNEX C

NOTICES

For the Managing Agent:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For XXX:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For YYY:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

Annex G: Standard Memorandum of Understanding between the Participating UN Organizations and the Administrative Agent for pass-through fund management

Memorandum of Understanding
Between
[Names of the Participating UN Organizations]
and
[Name of the Administrative Agent]
regarding the Operational Aspects of a Joint Programme in [name of country]

WHEREAS, [list names of Participating UN Organizations] (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a joint programme (hereinafter referred to as the “Joint Programme”) as part of their respective development cooperation with the Government of [name of country], as more fully described in the detailed Joint Programme document dated [date of Joint Programme document], document no. [reference no. of document] (hereinafter referred to as the “Joint Programme Document”²⁷), and have agreed to establish a coordination mechanism²⁸ (hereinafter referred to as the “Joint Programme Steering Committee”)²⁹ 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 Programme and have developed a Joint Programme Document to use as the basis for mobilising resources for the Joint Programme, and have further agreed that they should offer donors the opportunity to fund the Joint Programme and receive reports on the Joint Programme through a single channel; and

WHEREAS, the Participating UN Organizations have further agreed that [name of the Administrative Agent] (which is also a Participating UN Organization in connection

²⁷ The Joint Programme Document contains at a minimum a common work plan, a budget, the coordination and management mechanism and signature of all parties to the Document.

²⁸ The Parties to the Joint Programme Document will decide what is the most appropriate coordination mechanism, for example a theme group, steering committee, management committee etc. For ease of reference, this mechanism is referred to as the “Joint Programming Steering Committee” in this document.

²⁹ The composition of the Joint Programme Steering Committee or other body shall include all of the signatories to the Joint Programme Document. The Steering Committee may also have other members in an observer capacity, such as donors and other stakeholders.

with this Joint Programme)³⁰ should be asked to serve as their administrative interface between donors and the Participating UN Organizations for these purposes and **[name of Administrative Agent]** has agreed to do so in accordance with this Memorandum of Understanding.

NOW, THEREFORE, the **[name of Administrative Agent]** and the Participating UN Organizations (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 **[name of Administrative Agent]** (hereinafter referred to as the “Administrative Agent” or the “AA”) to serve as their Administrative Agent in connection with the Joint Programme, 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 Programme 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 Programme 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 Programme Steering Committee, taking into account the budget set out in the Joint Programme Document, a copy of which is attached hereto as ANNEX A, as amended in writing from time to time by the Joint Programme 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 programme reports produced by the Participating UN Organizations, as further described in the Joint Programme Document, to each donor that has contributed to the Joint Programme Account and to the Joint Programme Steering Committee;

³⁰ In most cases the AA will also be a Participating UN Organization. However, where the AA is not a Participating UN Organization, this provision can be deleted.

- (e) Provide final reporting, including notification that the Joint Programme has been operationally completed, in accordance with Article IV below³¹;
- (f) Perform such other activities as the Participating UN Organizations and the Administrative Agent may agree in writing.

3. The Administrative Agent shall enter into a letter of agreement, in the form attached hereto as **ANNEX B** (hereinafter referred to as a “Letter of Agreement”), with each donor that wishes to provide financial support to the Joint Programme 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 \$100,000.³²

³¹ To the extent that under a particular Joint Programme the AA has responsibilities beyond those set forth in “a” through “e”, additional tasks can be added as a new “f”.

³² 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 Letters of Agreements (hereinafter, the “**Joint Programme Account**”). The Joint Programme 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 Programme 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 Programme Account based on instructions from the Joint Programme Steering Committee, in line with the budget set forth in the Joint Programme Document, as amended from time to time by the Joint Programme 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 Programme Steering Committee in line with the Joint Programme 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 **[name of Administrative Agent]** as Administrative Agent in respect of the joint programme in **[name of country]** pursuant to this Memorandum of Understanding.
5. Where the balance in the Joint Programme Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent shall consult with the Joint Programme Steering Committee and make a disbursement, if any, in accordance with the Joint Programme 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 Programme 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 Programme Account to carry out the activities for which it is responsible as set out in the Joint Programme Document, as well as for its indirect costs. The Participating UN Organizations shall commence and continue to conduct operations for the Joint Programme only upon receipt of disbursements as instructed by the Joint Programme 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 Programme 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 Programme 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 Programme 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 **[name of country]**.

2. Any modifications to the activities set out in the Joint Programme 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 Programme Steering Committee. The Participating UN Organization shall promptly notify the Administrative Agent through the Joint Programme Steering Committee, of any change in the budget as set out in the Joint Programme Document.

3. Where a Participating UN Organization wishes to carry out its Joint Programme 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 Programme 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 shall advise the Administrative Agent in writing when all activities for which it is responsible under the Joint Programme have been completed.

Article IV Reporting

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

- (a) Narrative progress reports for each twelve-month period, to be provided no later than one month after the end of the applicable reporting period;
- (b) Annual financial reports as of 31 December each year with respect to the funds disbursed to it from the Joint Programme Account, to be provided no later than four months after the end of the applicable reporting period;
- (c) A final narrative report and financial report, after the completion of the Joint Programme and including the final year of the Programme, to be provided no later than 30 April of the year following the financial closing of the Programme;
- (d) A final certified financial statement, to be provided no later than 30 June of the year following the financial closing of the Programme.

2. The Administrative Agent shall prepare consolidated narrative progress and financial reports consisting of the reports referred to in paragraph 1 (a) to (d) above submitted by each Participating UN Organization, and shall provide those consolidated reports to each donor that has contributed to the Joint Programme Account, in accordance with the timetable established in the Letter of Agreement, and to the Joint Programming Steering Committee.

3. The Administrative Agent shall also provide a financial report and a final certified financial statement to Donors and Participating UN Organizations, on its activities as

Administrative Agent, to be provided no later than 30 June of the year following the financial closing of the Programme.

Article V
Monitoring and Evaluation

Monitoring and evaluation of the Joint Programme shall be undertaken in accordance with the provisions contained in the Joint Programme 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 Programme and to give due credit to the other Participating UN Organizations. Information given to the press, to the beneficiaries of the Joint Programme, 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 Programme.

Article VII
Expiration, modification and termination of the Agreement

1. This Memorandum of Understanding shall expire upon completion of the Joint Programme, 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 Programme Document, of its withdrawal from the Joint Programme, 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 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 Programme 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 Programme 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 _____, or his or her designated representative and on behalf of a Participating UN Organization by the head of office in [**name of country**], or his or her 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 the English in **[number of signatories]** copies.

For the Administrative Agent

For _____

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

For _____

For _____

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

ANNEX A: Joint Programme Document – Budget

ANNEX B: Donor-AA Agreement

ANNEX C

NOTICES

For the Administrative Agent:

Name: _____

Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For XXX:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For YYY:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

For ZZZ:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

Annex H: Standard Letter of Agreement between the Donor and the Administrative Agent for pass-through fund management

**Letter of Agreement
between
[Name of Donor]
and
[Name of the Administrative Agent]**

WHEREAS, [list names of Participating UN Organizations] (hereinafter referred to collectively as the “Participating UN Organizations”) have developed a joint programme (hereinafter referred to as the “Joint Programme”) as part of their respective development cooperation with the Government of [name of country], as more fully described in the detailed Joint Programme Document (hereinafter referred to as the “Joint Programme Document”³³), document no. [reference no. of document] a copy of which is attached hereto as **ANNEX A**, and have agreed to establish a coordination mechanism (hereinafter referred to as the “Joint Programme Steering Committee”)³⁴ 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 Programme and have developed a Joint Programme Document to use as the basis for mobilising resources for the Joint Programme, and have further agreed that they should offer donors the opportunity to fund the Joint Programme and receive reports on the Joint Programme through a single channel;

WHEREAS, the Participating UN Organizations have appointed [Name of the Administrative Agent] (hereinafter referred to as the “Administrative Agent” or the “AA”) (which is also a Participating UN Organisation in connection with this Joint Programme)³⁵ in a Memorandum of Understanding concluded between the Administrative Agent and Participating UN Organizations on [date], to serve as their administrative interface between donors and the Participating UN Organizations for these purposes and 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 Joint

³³ The Joint Programme document contains at a minimum a common work plan, a budget, the coordination and management mechanism and signatures of all parties to the document.

³⁴ The composition of the Joint Programme Steering Committee or other body shall include all the signatories to the Joint Programme Document. The Steering Committee may also have other members in an observer capacity, such as donors and other stakeholders.

³⁵ In most cases, the AA will also be a Participating UN Organization. However, where the AA is not a Participating UN Organization, this parenthetical can be deleted.

Programme through the Administrative Agent (hereinafter, the “Joint Programme Account”); and

WHEREAS, [Name of Donor] (hereinafter referred to as the “Donor”) wishes to provide financial support to the Joint Programme on the basis of the Joint Programme Document as part of its development cooperation with the Government of [name of country] and wishes to do so through the Administrative Agent as proposed by the Participating UN Organizations.

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

Article I

Disbursement of funds to the Administrative Agent and the Joint Programme Account

1. The Donor agrees 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 Joint Programme. The Contribution shall be a contribution to the Participating UN Organizations to support the Joint Programme in accordance with the Joint Programme Document, as amended from time to time in writing by the Joint Programme Steering Committee. The Donor authorizes the Administrative Agent to use the Contribution for the purposes of the Joint Programme and in accordance with this Letter of Agreement. The Donor acknowledges that the Contribution will be mingled with other contributions to the Joint Programme Account and that it will not be separately identified or administered.

2. The Donor shall deposit the Contribution by wire transfer, in accordance with the schedule of payments set out in **ANNEX B** to this Agreement, in convertible currencies of unrestricted use, to the following account:

[name and address of bank of deposit].

3. When making a transfer to the Administrative Agent, the Donor will notify the Administrative Agent’s Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from [name of Donor] in respect of the joint programme in [name of country] pursuant to this Letter of Agreement.

4. The value of a contribution-payment, if made in currencies other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Gains or losses on currency exchanges shall be recorded in the Joint Programme Account by the Administrative Agent.

5. The Joint Programme 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 Programme 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.

6. The Administrative Agent shall be entitled to allocate an administrative fee of one percent (1 %) of the amount contributed by the Donor, to cover the Administrative Agent's costs of performing the Administrative Agent's functions. 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 \$100,000³⁶. Each Participating UN Organization will recover indirect costs in accordance with its financial regulations and rules and as documented in the Memorandum of Understanding signed with the AA.

7. All financial accounts and statements shall be expressed in United States dollars.

Article II

Disbursement of funds to the Participating UN Organizations and a separate ledger account

1. The Administrative Agent shall make disbursements from the Joint Programme Account in accordance with instructions from the Joint Programme Steering Committee, in line with the Joint Programme Document, as amended in writing from time to time by the Joint Programme Steering Committee. The disbursements will also be made in accordance with the Memorandum of Understanding between the Participating UN Organizations and the AA regarding the Operational Aspects of the Joint Programme dated **[date]**. The Administrative Agent shall promptly notify the Donor of any amendment to the budget made by the Joint Programme Steering Committee. The disbursement to the Participating UN Organizations shall consist of direct and indirect costs as set out in the Joint Programme budget.

2. 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 from the Joint Programme 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 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

³⁶ 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) of the Memorandum of Understanding between the Participating UN Organizations and the AA dated **[date]**, such additional responsibilities will be included in a new 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

financial regulations, rules, directives and procedures applicable to the Participating UN Organization.³⁷

3. Where the balance in the Joint Programme Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent shall consult with the Joint Programme Steering Committee and make a disbursement, if any, in accordance with the Joint Programme Steering Committee's instructions. The Administrative Agent shall promptly notify the Donor in such circumstances and shall advise the Donor of the Joint Programme Steering Committee's decision in that regard.

Article III Implementation of the Joint Programme

1. The Participating UN Organizations shall carry out the activities for which they are responsible, in line with the budget contained in the Joint Programme Document, as amended from time to time by the Joint Programme Steering Committee 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.

2. The Participating UN Organizations shall commence and continue to conduct operations for the Joint Programme only upon receipt of disbursements as instructed by the Joint Programme Steering Committee.

3. The Participating UN Organizations shall not make any commitments above the budgeted amounts in the Joint Programme Document, as amended from time to time by the Joint Programme Steering Committee.

4. If unforeseen expenditures arise, the Joint Programme 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 Joint Programme 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 provided in the Joint Programme Account.

Article IV Equipment and supplies

On the termination or expiration of this Agreement, the matter of ownership shall be determined in accordance with the regulations, rules, directives and procedures

³⁷ Where the AA is also a Participating UN Organization, it will need to open its own separate ledger account and transfer funds from the Joint Programme Account to its separate ledger account.

applicable to such Participating UN Organization, including where applicable its basic agreement with the Government of [**name of country**].

Article V

Reporting

The Administrative Agent shall provide the Donor and the Joint Programme Steering Committee with the following reports, based on reports 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 Joint Programme Document:

- (a) Consolidated narrative progress reports every twelve months, to be provided no later than three months after the end of the applicable reporting period;
- (b) Consolidated annual financial reports as of 31 December each year with respect to the funds disbursed from the Joint Programme Account, to be provided no later than five months after the end of the applicable reporting period;
- (c) A final consolidated narrative report and financial report, after the completion of the Joint Programme and including the final year of the Programme, to be provided no later than 30 June of the year following the financial closing of the Programme;
- (d) A consolidation of final certified financial statements, to be provided no later than 30 days after receipt from the Participating UN Organizations in the year following the financial closing of the Programme;
- (e) A financial report and final certified financial statement on its activities as Administrative Agent, to be provided no later than 30 June of the year following the financial closing of the Programme.

Article VI

Monitoring and Evaluation

Monitoring and evaluation of the Joint Programme including, as necessary and appropriate, joint evaluation by the Participating UN Organizations, the Administrative Agent, the Donor, the Government and other partners shall be undertaken in accordance with the Joint Programme Document.

Article VII
Joint Communication

Information given to the press, to the beneficiaries of the Joint Programme, all related publicity material, official notices, reports and publications, shall acknowledge the role of the Government of **[name of country]**, the donors, the Participating UN Organizations, the Administrative Agent and any other relevant parties.

Article VIII
Expiration, modification and termination of the Agreement

1. The Administrative Agent shall notify the Donor when it has received notice from all Participating UN Organizations that the activities for which they are responsible under the Joint Programme have been completed. The date of the last notification received from a Participating UN Organization shall be deemed to be the date of expiration of this Agreement, subject to the continuance in force of paragraph 4 below for the purposes therein stated.
2. This Agreement may be modified only by written agreement between the parties.
3. This Agreement may be terminated by either party on [thirty (30)] days of a written notice to the other party, subject to the continuance in force of paragraph 4 below for the purpose therein stated.
4. Obligations assumed by the Donor and the Administrative Agent under this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties 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 Joint Programme 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 Programme Steering Committee.

Article IX
Notices

1. Any action required or permitted to be taken under this Agreement may be taken on behalf of the Donor by _____, or his or her designated representative, and on behalf of the Administrative Agent by _____, or his or her designated representative.
2. Any notice or request required or permitted to be given or made in this Agreement 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 below or at such other address as the party shall 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: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
Electronic mail: _____

Article X
Entry into force

This Agreement shall enter into force upon signature thereof by the Parties and shall continue in full force and effect until it is expired or terminated.

[If the Donor is not a Government, include Articles XI and XII]

[Article XI]
[Settlement of disputes]

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

[2. Arbitration. Any dispute, controversy or claim between the Parties arising out of this Agreement 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 request for such amicable settlement, shall be referred by either party to arbitration before a single arbitrator in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.]

[Article XII
Privileges and Immunities]

[Nothing in this Agreement shall 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 Parties, have signed the present Agreement in English in two copies.

For the Donor

For the Administrative Agent

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

ANNEX A: Joint Programme Document
ANNEX B: Schedule of payments