Non-Reimbursable Loan

Memorandum of Agreement

**between**

**The \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**and**

**The United Nations Development Programme**

# For the provision of [……………]

**To the [*Name of Office receiving the Specialist*]**

 Whereas, the Administrator of the United Nations Development Programme (hereinafter “UNDP) may accept the loan of personnel to assist in the execution of [technical cooperation or/and knowledge sharing] activities;

 Whereas the [*Name of Office]* of UNDP requires assistance in the areas of […..];

 Whereas, the [……] (hereinafter “the Donor”) wishes to collaborate with UNDPand has offered to make available the services of [……….], in accordance with the terms of the present Agreement;

 Whereas, the Donor and UNDP(hereinafter collectively referred to as “the Parties”, and each as a “Party”) enter into this Agreement, in a spirit of friendly cooperation and on the basis of mutual understanding;

Now therefore, the Partieshave agreed as follows:

# Article I

**Selection Procedures**

1. UNDP hassubmitted to the Donor a request for [………..] as per the terms of reference attached in Appendix I.

2. The Donor has offered and UNDP is accepting the services of [………….].

3. The Donor will proceed to assign […………..] as a [………..] specialist (“the Specialist”) on non-reimbursable loan to UNDP.The duration of the assignment of the Specialist will be from [……………..] to [………] (the latter, the “Expiration Date”).

Article II

Obligations of the Donor

1. The Donor undertakes to pay all expenses in connection with the services of the Specialist, including salaries, travel costs to and from \_\_\_\_\_\_\_\_\_\_\_ and allowances and other benefits to which [he/she] is entitled, except as hereinafter provided.

2. The Donor undertakes to ensure that during the entire period of service under the present Agreement, the Specialist is covered by adequate medical and life insurance, as well as insurance coverage for service-incurred illness, disability or death.

3. The Donor undertakes to, in accordance with the principles of full cost recovery on all in-kind donations, to pay (INSERT PERCENTAGE) per cent of the value of the services to the credit of (SPECIFY ACCOUNT);

Article III

Obligations of UNDP

1. UNDP shall provide the Specialist with office space, support staff, equipment and other resources necessary to carry out the assigned tasks.

2. UNDP will facilitate the process of obtaining entry visas for the Specialist.

3. Costs incurred by the Specialist undertaking official travel in the discharge of his/her functions shall be paid by UNDP on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.

4. UNDP does not accept any liability for claims for compensation in respect of illness, injury or death of the Specialist arising out of or related to the provision of services under the present Agreement, except where such illness, injury or death results directly from the gross negligence of the officials or staff of UNDP. Any amounts payable by UNDP shall be reduced by amounts of any coverage under the insurance referred to in Article 2, paragraph 2, of the present Agreement.

1. UNDP will include the Specialist in security arrangements in the country in the same manner as other international personnel.
2. UNDP will provide performance reports to the Donor when requested.

Article IV

Obligations of the Specialist

1. The Donor agrees to the terms and obligations specified below and shall, as appropriate, ensure that the Specialist complies with those obligations. The Specialist shall:

1. perform his/her functions under the authority, and in full compliance with the instructions of the Director of [………….] (the “Director”) and any person acting on the Director’s behalf;
2. undertake to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the services performed under the present Agreement from any Donors including his/her own or from any authority external to the UNDP;
3. refrain from any conduct that would adversely reflect on the United Nations and/or UNDP and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations and UNDP;
4. comply with the standards of conduct set forth in the Secretary General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Specialist shall not engage in any conduct that would constitute sexual exploitation or sexual abuse (“SEA”), as defined in that bulletin. Moreover, and without limitation to the application of other regulations, rules, policies and procedures, bearing upon the performance of the activities under this Agreement, the Specialist shall comply with the standards of conduct stated in UNDP’s policy on “Harassment, Sexual Harassment, Discrimination, and Abuse of Authority” set forth in the Programme and Operations Policies and Procedures;
5. sufficient information of prohibited conduct including but not limited to sexual harassment (“SH”) and/or SEA against the Specialist be brought to UNDP’s attention, UNDP shall commence an investigation into the Specialist’s conduct in this regard in accordance with UNDP’s regulations, rules, policies and procedures. Should the allegations (i) be found to have been substantiated and (ii) should they constitute grounds for termination of this Non-Reimbursable Loan Agreement, even after the expiry or termination of this Non-Reimbursable Loan Agreement, where such conduct involves SH or SEA, the Specialist’s name will be place into an internal United Nations’ database which may affect the Specialist’s ability to work with/for the United Nations System in any capacity in the future;
6. provide full and timely cooperation with any investigation carried out by UNDP;
7. comply with all regulations, rules, policies, procedures or directives issued by UNDP, which include all security requirements and instructions provided;
8. exercise the utmost discretion in all matters relating to his/her functions relating to his/her assignment with UNDP communicate, at any time, without the authorization of the Director of [………..] to the media or to any institution, person, government or other authority external to UNDP, any information that has not been made public, and which has become known to him/her by reason of his/her association with UNDP. He shall not use any such information without the written authorization of the Director of […..], and in any event, such information shall not be used for personal gain. These obligations do not lapse upon expiration of the present Agreement.
9. complete any training courses deemed mandatory by UNDP.
10. sign an undertaking in the form attached to the present Agreement in Appendix II.

Article V

Legal status of the Specialist

1. The Specialist shall not be considered in any respect as being an official, staff member or employee of UNDP.

2. While performing functions for the United Nations, the Specialist shall be considered as an “expert on mission” within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations.

3. The Specialist will be issued a United Nations Identity Card for the duration of the non-reimbursable loan agreement.

Article VI

Accountability

1. Unsatisfactory performance or failure of the Specialist to comply with the obligations set forth in Article IV above and in the Undertaking (in the format attached hereto in Appendix II) to be signed and be provided prior to the commencement of the assignment by the Specialist to UNDP, may lead to termination of the assignment, for cause, at the initiative of UNDP. UNDP shall provide the Donor with one month notice of its decision to terminate.

2. Notwithstanding the time period of notice specified in the foregoing paragraph 1, any serious breach of the duties and obligations that, in the view of the Administrator, would justify termination of the assignment and this Memorandum of Agreement before the end of the notice period will be immediately terminated with no advance notice. In such cases, UNDP will advise the Donor immediately of its decision to so terminate, and no advance notice shall be required.

3. The Donor will reimburse UNDP for financial loss or for damage to UNDP-owned equipment or property caused by the Specialist if such loss or damage (a) occurred outside the performance of services with UNDP, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by the Specialist.

Article VII

Third-party claims

1. UNDP shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the Specialist in the performance of services to the UNDP under the Agreement with the Donor. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the Specialist, the Donor shall be liable to UNDP for all amounts paid by UNDP to the claimants and all costs incurred by UNDP in settling such claims.

# **Article VIII**

Title Rights

1. The title rights, copyrights and all other rights of whatever nature for any material produced by the Specialist during his/her assignment with UNDP, shall be vested in UNDP. Upon written request, UNDP may grant the Donor a free license to use any such material, for non-commercial purposes.

**Article IX**

Entry into force, duration and termination

1. This Agreement shall enter into force on the date of its signature by both Parties.

2. This Agreement shall remain in force until the Expiration Date unless terminated earlier in accordance with Article VI.

Article X

Consultation

1. UNDP and the Donor shall consult with each other in respect of any matter that may arise in connection with the present Agreement.

**Article XI**

**Settlement of Disputes**

1. Any disputes, controversy or claim arising out of the present Agreement shall be settled by negotiation or other mutually agreed mode of settlement.

Article XII

Amendment

 The present Agreement may be amended by written agreement of both Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party.

 In witness whereof, the respective representatives of UNDP and the Donor of \_\_\_\_\_\_\_\_\_ have signed the present Agreement.

For: For:

[*Donor*] United Nations Development Programme

Signature: …………………….. Signature: ………………………..

Name: ………………………… Name: ……………………………..

Date: …………………………. Date: ………………………………

# Appendix I

**Terms of Reference**

**Appendix II**

**Undertaking**

I, the undersigned, as the Specialist made available by [*the Donor*] (“the Donor”) to the United Nations Development Programme (“UNDP”) pursuant to the Memorandum of Agreement between the Donor and UNDP for the loan of personnel to the ……….. of UNDP hereby undertake to abide by the following:

1. I understand that, as a [*Name of position*], I shall not be considered in any respect as being an official, staff member or employee of UNDP;
2. I further understand that, while performing functions for the UNDP, I will be considered as an “expert on mission” within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations;
3. I shall perform my functions under the authority of, and in full compliance with the instructions of the Director of ………….,(the “Director”), or any person acting on his/her behalf;
4. I shall respect the impartiality and independence of the United Nations and shall not seek nor accept instructions regarding my functions as a xxxxxxx specialist on assignment with UNDP from any donor, including [name of Donor] or from any authority external to UNDP;
5. I shall refrain from any conduct that would adversely reflect on the United Nations and/or UNDP and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations and UNDP or the exercise of my functions;
6. I shall comply with the standards of conduct set forth in the Secretary General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning ‘Special measures for protection from sexual exploitation and sexual abuse”. In particular, I shall not engage in any conduct that would constitute sexual exploitation or sexual abuse (“SEA”), as defined in that bulletin. Moreover, and without limitation to the application of other regulations, rules, policies and procedures, bearing upon the performance of the activities under the Non-Reimbursable Loan Agreement, I shall comply with the standards of conduct stated in UNDP’s policy on “Harassment, Sexual Harassment, Discrimination, and Abuse of Authority” set forth in the Programme and Operations Policies and Procedures.
7. I understand that, should sufficient information of prohibited conduct including but not limited to sexual harassment (“SH”) and/or SEA against me be brought to UNDP’s attention, UNDP shall commence an investigation into my conduct in this regard in accordance with UNDP’s regulations, rules, policies and procedures. Should the allegations (i) be found to have been substantiated and (ii) should they constitute grounds for termination of this Non-Reimbursable Loan Agreement, even after the expiry or termination of the Non-Reimbursable Loan Agreement, where such prohibited conduct involves SH or SEA, my name will be placed into an internal United Nations’ database which may affect my ability to work with/for the United Nations System in any capacity in the future.
8. I shall provide full and timely cooperation with any investigation carried out by UNDP.
9. I shall exercise the utmost discretion in all matters relating to my functions and shall not communicate, at any time, without the authorization of the Director to the media or to any other institution, person, government or other authority external to UNDP, including [name of Donor]], any information that has not been made public, and which has become known to me by reason of my functions. I shall not use any such information without the authorization of the Director and, in any event, such information shall not be used for personal gain. I further undertake and understand that these obligations do not lapse upon termination of my assignment;
10. I shall complete any training courses deemed mandatory by UNDP;
11. I shall comply with all regulations, rules, policies, procedures or instructions issued by UNDP and the Director.

I understand that my failure to comply with any of the foregoing may result in immediate termination of my assignment with UNDP.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name printed in block letters

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