



UNITED NATIONS
SUSTAINABLE
DEVELOPMENT
GROUP
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DECADE
OF >>>
ACTION

Guidance note on Transferring Contributions from One Agency to Another for Programmatic Activities

2021

FIDUCIARY MANAGEMENT OVERSIGHT GROUP

The purpose of this agreement is to facilitate the transfer of resources from one UN entity to another UN entity to carry out activities. This template agreement does not replace the current agreements under the following arrangements:

- 1. Joint Programmes, where the transfer of resources from one UN entity to another is undertaken through UNSDG agreed instruments, including the standard Memorandum of Understanding (MOU) for pass-through fund management arrangements and for pooled arrangements.**

The key difference is that under Joint Programmes, either donor(s) contribute to more than one UN entity and each participating UN entity is accountable to the donor(s) as defined in the UNSDG standard agreements (MOU/SAA under the Pass-Through fund management modality), or UN entities decide to pool funds together and entrust the fund management to one UN entity (Managing Agent under Pooled fund management modality), as governed by a standard UNSDG agreement.¹

- 2. Multi-Partner Trust Funds (MPTFs), where a UN Entity is appointed by Participating UN Organizations to act as an administrative agent for MPTFs.**
- 3. Arrangements between the CERF secretariat and eligible UN Entities.**

Under the arrangements listed above, Participating Organizations are accountable to the funding source(s) for the use of the funds.

- 4. UNDP arrangements with UN entities (mainly Specialized Agencies) under the Standard Basic Executing Entity Agreement (SBEEA).**
- 5. Arrangements among UN entities related to one programme or project funded by the Global Fund to Fight Aids, Tuberculosis and Malaria (GFATM).**
- 6. Arrangements between OCHA and eligible UN Entities.**

In all other cases, the Fiduciary Management and Oversight Group (FMOG) strongly recommends that this template agreement be used when one UN entity transfers resources to another UN entity.² As such, UN entities are strongly discouraged from agreeing to variations from this standard template.

Throughout the template agreement, the term “Contributing UN Entity” is used to refer to the UN entity that will transfer funds and the term “Recipient UN Entity” to the UN entity that will receive resources and implement activities/provide services to the other entity. The Recipient UN Entity has programmatic

¹ Available at: <https://unsdg.un.org/resources/standard-memorandum-understanding-between-participating-un-organizations-and-managing>

² This version of the template agreement was endorsed by the FMOG on 3 June 2021 and, as of this date, this version of the template agreement shall be used.

and financial accountability to the Contributing UN Entity for the Activities, which the Recipient UN Entity has agreed to undertake. The Contributing UN Entity has programmatic and financial accountability to the funding source(s) for the Activities.

This template provides an overall format and structure as well as options for the UN entities to select depending on the specific circumstances.

Please ensure to annex the budget, project document, work plan or relevant document describing the activities to be carried out/services to be provided.

Please delete this note and any footnotes after completing this document. The agreement starts from the next page.

UN TO UN TRANSFER AGREEMENT

A. SUMMARY OF ACTIVITIES

Title: [Insert] (the “Activities”)

Start/End Dates: Activities start date: [Insert]
Activities end date: [Insert]

Location: [Insert]

Contribution Amount: [Insert] (the “Contribution”) [*in USD unless otherwise agreed by the UN entities*]

Contributing UN Entity: [Insert full name of UN entity] (“[NAME OF UN ENTITY]”)

Recipient UN Entity: [Insert full name of UN entity] (“[NAME OF UN ENTITY]”)

Purpose: [Short description of the Activities; if applicable, a detailed description of the Activities, the work plan and the budget are attached]

Annexes: [Insert Annex(es)]

In the event that the terms in the Annex(es) are inconsistent with those in this Agreement, then the terms in the latter shall govern and prevail.

Expected outcome: [Insert]

The Recipient UN Entity will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies, procedures and administrative instructions, and for undertaking the Activities efficiently and effectively.

B. BUDGET

The total budget for the Activities is attached hereto as Annex [insert] (“Budget”).

Summary of activities and Budget	Annual (Years 1, 2, X)	Total (all years)
Total programmable amount, including direct costs		
Indirect support costs		
Grand total		

The Contributing UN Entity will not be responsible for any financial commitment or expenditure made by the Recipient UN Entity that exceeds the Budget for the Activities. The Recipient UN Entity will promptly advise the Contributing UN Entity any time when the Recipient UN Entity is aware that the Budget to carry out these Activities is insufficient to fully implement the Activities in the manner set out

in the present Agreement, including its Annex(es). The Contributing UN Entity will have no obligation to provide the Recipient UN Entity with any funds or to make any reimbursement for expenses incurred in excess of the Budget as set forth herein.

C. COSTS RECOVERY

The Recipient UN Entity's support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution, in accordance with the Budget.

D. REPORTING

Narrative reporting:

[Note: If the Contribution is for a time-bound activity, such as a workshop or training for instance, the UN Entities can agree to consider the final delivery, such as the report of the workshop or training, as being the narrative report. This should be discussed and agreed between the UN Entities and indicated under this section of the agreement.]

The Recipient UN Entity will provide the Contributing UN Entity with a narrative report on the progress of the Activities on a regular basis, as set out below.

[...]

Financial Reporting:

[Note: If the Contribution concerns activities exceeding one year, the UN Entities should agree on annual financial report(s) in addition to the final financial report. The reporting requirements must be agreed before the signing of the agreement and listed under this provision.]

The Recipient UN Entity will provide the Contributing UN Entity with the following financial reports, prepared in accordance with the Recipient UN Entity's financial regulations, rules, policies, procedures, and administrative instructions:

[...]

E. CONTRIBUTIONS

The Contribution paid by the Contributing UN Entity shall match the Budget and will be paid in instalments according to the following schedule.

Schedule of payment:

[Insert date in day-month-year format] [Insert amount]

[Insert date in day-month-year format] [Insert amount]

The Contributing UN Entity acknowledges that the Recipient UN Entity will not pre-finance the Activities. If the Contribution, or any part of it, is not received in a timely manner, the Activities may be reduced or suspended by the Recipient UN Entity with immediate effect.

The Contribution will be paid into the following account:

Account Details: [Insert Recipient UN Entity account details]

Currency: [Insert currency]
Bank Address: [Insert bank address]
Banking details: [Insert other needed banking details, e.g. SWIFT code/ABA number etc.]

When making such transfers, the Contributing UN Entity will notify the Recipient UN Entity to the attention of [insert], by fax ([insert]) or by email ([insert]) of the following: (a) the amount transferred; (b) the date of the transfer; (c) that the transfer is from the Contributing UN Entity pursuant to this Agreement.

F. INTELLECTUAL PROPERTY RIGHTS

[Option 1. Use this option as the default provision. Arrangements for derivative work or translations will be discussed among the UN Entities:]

Unless otherwise agreed in writing, all intellectual property rights over materials which were developed by the Recipient UN Entity as a result of the Activities will belong to the Recipient UN Entity.

[Use only when the Contributing and Recipient Entities are UN System Organizations:] The Contributing UN Entity will be granted by the Recipient UN Entity a perpetual, royalty-free, worldwide, non-exclusive and non-transferable license in the intellectual property that was developed by the Recipient UN Entity as a result of the Activities.

[Use the following when the Contributing and Recipient UN Entities are part of the Secretariat, another principal or subsidiary organ of the UN, including UN funds and programmes:] The Contributing UN Entity may use such materials for its official purposes without a license from the Recipient UN Entity. The Contributing UN Entity will provide due visibility to the Recipient UN Entity when using such materials.

OR

[Option 2. For use when shared intellectual property rights are required by either the Contributing or the Recipient UN Entity in accordance with its institutional policies. Arrangements for derivative work or translations will be discussed among the UN Entities:]

All intellectual property rights over materials which were developed by the Recipient UN Entity as a result of the Activities, will jointly vest in the Recipient UN Entity and the Contributing UN Entity.

G. CORRESPONDENCE

All correspondence regarding the implementation of this Agreement will be addressed as follows:

[Insert Name of the Contributing UN Entity]

Address: [Insert address and email of focal point as applicable]

[Insert Name of the Recipient UN Entity]

Address: [Insert address and email of focal point as applicable]

H. AMENDMENTS

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two UN Entities.

I. COMPLETION OF THE ACTIVITIES

The Recipient UN Entity will notify the Contributing UN Entity when all Activities have been completed.

The Recipient UN Entity will continue to hold any part of the Contribution that is unutilized at completion of the Activities until all commitments and liabilities incurred in the carrying out of the Activities have been satisfied and all arrangements associated with the Activities have been brought to an orderly conclusion.

J. EXPIRY AND TERMINATION OF THIS AGREEMENT

This Agreement will expire upon satisfaction of all commitments and liabilities incurred in carrying out the Activities and the orderly conclusion of all arrangements associated with the Activities.

This Agreement may be terminated by either UN Entity at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the UN Entities will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

K. REFUNDS OF UNSPENT BALANCES

[Note: With regard to the return of unspent balances, agencies which allow for retention of unspent balances up to a certain amount, should opt for option 1. Other agencies, which require the return of the full amount of the unspent balances, should opt for option 2.]

OPTIONS:

[Option 1:] Upon expiry or termination of this Agreement and following the submission of the final financial report, any unspent balance of the Contribution (where the unspent funds exceed [insert amount]) will be returned to the Contributing UN Entity, unless otherwise agreed in writing by the two UN Entities.

OR

[Option 2:] Upon expiry or termination of this Agreement and following the submission of the final financial report, any unspent balance from the Contribution will be returned to the Contributing UN Entity, unless otherwise agreed in writing by the UN Entities.

L. INTEREST

Unless otherwise agreed by the UN Entities based on requirements of the Funding Source as applicable, any interest accrued on the Contribution shall be treated according to the Recipient UN Entity's policies and procedures.

M. DATA PROTECTION

The UN Entities will ensure an appropriate protection of personal data in accordance with their respective regulations, rules, policies, and procedures with due regard to the Personal Data Protection and Privacy Principles.³ The UN Entities acknowledge and agree that “personal data” is defined as information relating to an identified or identifiable natural person (data subject) that is processed by, or on behalf of, the respective UN Entities concerned.

N. SETTLEMENT OF DISPUTES

OPTIONS:

[Option 1: For use when the UN Entities are both part of the UN, e.g. the Secretariat and a UN Fund or Programme⁴:]

The UN Entities will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either UN Entity has notified the other UN Entity of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between [Option 1 (if both UN Entities are Funds and Programmes): the Executive Heads of each of the UN Entities] [Option 2 (if one Entity is a UN Fund/Programme and the other is a Secretariat office or department): the Executive Head of the [Contributing UN Entity/Recipient UN Entity] and the [functional title of the head of the Secretariat Office or Department], failing which the matter shall be referred to the Secretary-General for resolution.

OR

[Option 2: For use when the UN Entities are separate UN System Organizations, e.g., the UN and a Specialized Entity⁵:]

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

O. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the UN Entities and remain in force until it expires or is terminated in accordance with Section J above.

P. PRIVILEGES AND IMMUNITIES

[For use when the UN Entities are separate UN System Organizations, e.g., the UN and a Specialized Agency]

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN Entities.

³ Available at: www.unsceb.org/personal-data-protection-and-privacy-principles.

⁴ UN Offices and Departments, principal and subsidiary organs of the UN, including of UN Funds and Programmes, are juridically part of the “United Nations”.

⁵ The other Organizations of the UN System, e.g., Specialized Agencies, are not juridically part of the “United Nations”.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

Signed:

Date:

On behalf of the [Insert full name of the Contributing UN Entity]

Signed:

Date:

On behalf of the [Insert full name of the Recipient UN Entity]