



MONUSCO

Mission de l'Organisation des Nations Unies  
pour la Stabilisation en République  
démocratique du Congo

United Nations Organisation Stabilization  
Mission in the Democratic Republic of Congo

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## INTERNAL ROUTING SLIP

TO: **Mr. Maman S. Sidikou**  
A: **SRSG**

THROUGH: **Ms. Vivian van de Perre**  
S/C DE: **MCOS a.i.**

FROM: **Mr. Seth Levine**  
DE: **Senior Legal Adviser**

Date **29 November 2017**



**Subject:** MOU with UNDP for the implementation of the Project on data collection on local perception on peace consolidation and stabilization in Eastern DRC.

**Action:** For signature the SRSG's signature.

Drafted		Consulted		Approved	
Name	Unit	Name	Unit	Name	Unit
Alexandros Zervos	LAO	Cecilia Piazza	Head, Civil Affairs Section	Alexandros Zervos	LAO

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Memorandum of Understanding (MOU)

Between

the United Nations

and

the United Nations Development Programme

for the implementation of the Project on data collection on local perception on peace consolidation and stabilization in Eastern DRC

Reference is made to the existing Memorandum of Understanding concluded in December 2014 between The United Nations Organization Stabilization Mission in the Democratic Republic of Congo ("MONUSCO") and the United Nations Development Programme ("UNDP") regarding implementation of the Joint "Data Collection on Peace Consolidation and Reconstruction in the DRC" Project (hereinafter referred to as the "2014 MoU");

Whereas MONUSCO and UNDP confirm that the terms and conditions of the 2014 MoU are still applicable and that the Project (as defined in the 2014 MoU), includes their contributions (including the contributions in kind of MONUSCO) to the pooling project for the period after 2013-2017;

Whereas MONUSCO and UNDP now wish to specify in a separate agreement the terms and conditions under which UNDP shall provide Services (as defined below) in support of MONUSCO's mandate in the priority areas of: i) security and protection for civilians, and ii) support to justice and stabilization, for a budget not to exceed US\$ 631,800.

Whereas the terms and conditions of this separate agreement shall apply only for those Services, while the provisions of the 2014 MoU shall remain applicable to the Project;

**SUMMARY**

**Title:** Memorandum of Understanding between the United Nations and the United Nations Development Programme ("UNDP") for the implementation of "Data collection on local perception on peace consolidation and stabilization in Eastern DRC" ("Polling project")

**Timeframe:** From 1 July 2017 to 30 June 2018

**Location:** Eastern Democratic Republic of the Congo (DRC)

**Budget:** Not to exceed US\$ 631,800

**Parties:** The United Nations, acting through the United Nations Organization Stabilization Mission in the Democratic Republic of the Congo  
The United Nations Development Programme, acting through the United Nations Development Programme - Democratic Republic of Congo.

Nature of activities: Collection and analysis of perception data in the areas of access to justice, security, stabilization, social cohesion among the populations of eastern DRC.

#### ARTICLE I. DURATION OF MOU

1. This MOU shall enter into force on the day it is signed by both Parties' authorized representatives (the "Effective Date") and shall remain in force until 30 June 2018, unless earlier terminated in accordance with Article XI, below.

#### ARTICLE II. OBJECTIVE

2. In the context of the Mission's mandate delivery, this MOU establishes the terms and conditions under which UNDP shall provide the services, as detailed in Annex I and II, in support of MONUSCO's mandate in the priority areas of: i) security and protection for civilians, and ii) support to justice and stabilization (collectively, the "Services").
3. The Services shall be provided on a fully reimbursable basis in accordance with the financial arrangements set out in Articles V and VI, below.
4. The Services will be provided without prejudice to any other activities of the Mission or the UN Country Team in the DRC.

#### ARTICLE III. COORDINATION

5. The Parties shall each designate an official (the "MONUSCO Coordinator" and the "UNDP Coordinator", respectively), to act as designated points of contact for the purposes of this MOU.
6. Unless otherwise notified in writing, the MONUSCO Coordinator shall be:
  - Damien Mama, Head of Office, DSRSG Protection & Operation, email: [mama@un.org.org](mailto:mama@un.org.org), tel. +243 997 068 822
7. Unless otherwise notified in writing, the UNDP Coordinator shall be:
  - Alfredo Teixeira, Deputy Country Director, email: [alfredo.teixeira@undp.org](mailto:alfredo.teixeira@undp.org), tel. +243 972 658 673

8. The Parties shall regularly coordinate and keep each other informed in respect of all aspects of the implementation of this MOU.

#### ARTICLE IV. GENERAL RESPONSIBILITIES

9. UNDP shall provide the Services in accordance with this MOU.
10. UNDP shall select and provide qualified personnel for the performance of the Services, and shall ensure that such Services are provided with due care and diligence and in accordance with the highest professional standards.
11. UNDP shall be fully responsible for the management and administration of all personnel, including the payment of salaries, benefits and entitlements, and ensure that all personnel, including

independent consultants and contractors, performing Services pursuant to this MOU are covered by appropriate medical insurance as well as workman's compensation or other appropriate service-incurred illness, injury or death compensation scheme. In no event shall the United Nations, including MONUSCO, incur any responsibility for personnel entitlements, including separation or termination payments, or for any claim for illness, injury, death that may arise in connection with any personnel, save expressly provided in Article IX, below.

12. Without prejudice to its obligations under this MOU and provided that UNDP shall retain the overall responsibility and accountability for the implementation of the Services, UNDP may enter into appropriate arrangements, consistent with UNDP's internal administrative requirements and in accordance with the provisions of this MOU, with a view to ensuring the implementation of the Services.

13. UNDP shall be responsible for the performance of the Services, including related financial and substantive reporting as required under the terms of this MOU.

14. UNDP shall use the funds provided to it under this MOU exclusively for the Services described in this MOU, and shall ensure the funds are used in accordance with the purpose for which they are provided. UNDP shall not be required to initiate or continue implementation of the Services while any amounts due to it under this MOU are unpaid.

#### ARTICLE V. FINANCIAL ARRANGEMENTS

15. The United Nations shall pay to UNDP for the performance of the Services the not-to-exceed amount of US\$ 631,800.00 (the "Funds") in accordance with the present MOU.

16. The Funds shall be paid to UNDP in accordance with the following schedule:

Instalment	Amount	Deadline
1	\$ 511,350.00 (75%)	Within 10 working days of Effective Date
2	\$ 170,450.00 (25%)	Within 10 working days of Report 1 as per Article VI, below

17. The Funds shall be paid to the following UNDP designated bank account:

Bank: Citibank, N.A., 111 Wall Street, New York, NY 10043  
Routing No: 02100089  
SWIFT Code: CITIUS33  
Account Number: 36349562  
Account Name: UNDP Contributions  
Beneficiary: UNDP DR Congo  
Currency: US Dollars

18. Upon making each transfer, the Mission will notify/confirm to UNDP the following: (a) the amount transferred; (b) the date of the transfer; (c) reference number (if available); and (d) that the transfer is in accordance with this MOU.

19. Except for the first installment, all payments shall take into account any unutilized amounts from the previous installments and such amounts shall be deducted from subsequent installments. Any unexpended Funds shall be returned by UNDP to the bank account designated by the United Nations within 30 days of the issuance of the final certified financial statement as detailed in paragraph 25, below.
20. UNDP shall separately account under its Financial Regulations and Rules for the use and administration of the Funds received pursuant to this MOU and shall receive and administer the Funds in accordance with its regulations rules, policies and procedures.
21. UNDP shall not charge against the Funds financial expenditures incurred prior to the Effective Date.
22. The total indirect Programme Support Costs of UNDP shall not exceed 7% of actual expenditures incurred in the performance of the Services.

#### ARTICLE VI. REPORTING, AUDITS AND EVALUATIONS

23. UNDP shall provide MONUSCO with substantive and financial reports on the performance of the Services on a regular basis, as set out below:

Report	Deadline	Period covered
1	15 April 2018	1 <sup>st</sup> July to 30 March 2018
2	30 June 2018	1 <sup>st</sup> April to 15 June 2018

24. Each report shall provide a narrative substantive report and a financial report on the implementation of the Services and related outputs, achievements and financial accounts, to be prepared in accordance with requirements set out in this MOU. Subject to the satisfactory performance of the Services, the first report shall enable the Mission to disburse the second tranche of the NTE amount.

~~25. UNDP shall submit to MONUSCO by no later than 30 June 2018 a final substantive and financial statement accounting for the Services. The final financial statement shall be certified by an authorized UNDP official and shall include details of all funds received, expended and/or refunded by UNDP to MONUSCO pursuant to this MOU. Such statement shall be retained by UNDP for an additional period of 3 years (i.e., until 30 June 2021), together with all supporting documentation relating to financial transactions under this MOU.~~

26. All financial reports and financial statements shall outline the cost categories, based on the agreed cost plan, in the following categories:

Staff and Personnel  
 Implementing Partner Supplies and Commodities  
 Equipment, Vehicles and Facilities  
 Contractual services

Travel  
Transfers and Grants to Counterparts  
Indirect support costs  
Total expenditures

27. In case of deviation from the above list of categories and cost plan, a cover note shall explain the differences and the reasons therefor.
28. UNDP shall comply with its internal and external audit procedures as set out in its financial regulations and rules. If an internal or external audit report of UNDP contains qualified opinions or material weaknesses with respect to activities related to the Funds provided by the Mission under this MOU, UNDP shall inform the Mission promptly, and the Parties shall cooperate to rectify the identified issues.
29. When deemed necessary by the Mission, and upon notification to UNDP, the Parties may conduct on-site visits for the purpose of evaluating the implementation of the MOU, including the performance of the Services.

#### ARTICLE VII. PROPERTY

30. All items of property (including supplies, equipment and materials) (collectively, the "Project Assets") furnished or financed by the Mission shall remain the property of the Mission.
31. Project Assets shall be returned by UNDP to MONUSCO promptly upon completion of the Services or expiration or earlier termination of this MOU, unless the Mission advised UNDP otherwise, in writing. UNDP shall be responsible for the proper custody, maintenance and care of all Project Assets.
32. In cases of damage, theft or other losses of Project Assets, UNDP shall collect any evidence, and provide to the Mission, full details of the events, including security and/or investigation reports.
33. ~~The Parties acknowledge that in the event that any intellectual property will be created by either Party or jointly by the Parties in relation to the implementation of this MOU, the United Nations shall be the owner of such property. The Parties shall discuss and agree on terms of the use of the United Nations' intellectual property, including any licensing to be provided to any third party.~~

#### ARTICLE VIII. CONFIDENTIALITY

34. The Parties shall ensure that all information provided or acquired by its personnel shall be kept confidential.

#### ARTICLE IX. CLAIMS AND LIABILITY

35. The Parties shall each be responsible for dealing with any claims in respect of the death, injury or illness of their respective personnel or agents; and for the loss or damage to the property of their respective personnel or agents arising from or in connection with the implementation of this MOU.

except to the extent that such death, injury or illness or loss or damage to property is caused by the gross negligence or willful misconduct of the other Party or its personnel or agents.

36. The Parties shall each be responsible for any damage to their respective property arising from or in connection with the implementation of this MOU except to the extent that such loss or damage to property is caused by the gross negligence or willful misconduct of the other Party or its personnel or agents.
37. The Parties shall each be responsible for claims brought by any third party arising from or in connection with their respective acts or omissions, or the acts or omissions of their respective personnel or agents.
38. The provisions under this Article shall survive the expiration or termination of this MOU.

#### ARTICLE X. NOTICES

39. Any notice required to be given by either Party under this MOU shall be given in writing. Notices shall be deemed given when actually received by the other Party, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail as follows:
- For Mission:

Name and Title: Cecilia Piazza, Head of Civil Affairs Section  
Email: [piazza@unf.org](mailto:piazza@unf.org)  
Telephone: + 243 997 068,853.

For UNDP:

Title: Raluca Eddon, Team leader Governance  
Email: [raluca.eddon@undp.org](mailto:raluca.eddon@undp.org)  
Telephone: +243972622763

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#### ARTICLE XI. TERMINATION

40. MONUSCO shall be entitled to terminate this MOU forthwith in the event that MONUSCO's mandate or funding in FY 2017/2018 is curtailed or terminated.
41. The present MOU may be terminated by either Party for force majeure, in accordance with Article XII below.
42. Obligations assumed by the Parties under this MOU shall survive the expiration or termination of the MOU to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, and the settlement of all outstanding issues, accounts, claims, disputes and liabilities.

#### ARTICLE XII. FORCE MAJEURE

43. If at any time during the course of implementation of this MOU, it becomes impossible for either of the Parties to perform any of its obligations by reason of force majeure, that Party shall promptly notify the other in writing of the existence of such force majeure, whereupon the Party giving notice shall be relieved from such obligation. Upon receipt of such notice, the other Party may take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the right to suspend or terminate this MOU, upon seven (7) days' written notice.
44. The term force majeure used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force that is beyond the control and without the fault or negligence of either Party and which that Party is unable to overcome. The Parties acknowledge and agree that the Services to be provided pursuant to this MOU shall be provided in various locations in the DRC and that any delay or failure to perform such Services arising from or relating to harsh conditions or to any incident of civil unrest occurring in such locations, shall not, in and of itself, constitute force majeure under this MOU.

#### ARTICLE XIII. SETTLEMENT OF DISPUTES

45. The Parties, through the Special Representative of the Secretary-General for MONUSCO and the Country Director for UNDP, shall use their best efforts to promptly settle through direct negotiations any dispute, controversy, or claim arising out of or in connection with this MOU or any breach thereof.
46. Should the Parties not be in a position to find a mutually acceptable solution after sixty (60) days from the date a Party has notified the other of the dispute and possible measures to rectify it, the matter shall be resolved through consultation between the Under-Secretary-General for Field Support and the Administrator of UNDP, and failing such resolution, the matter shall be resolved through consultation between the Secretary-General of the United Nations and the Administrator of UNDP.

#### ARTICLE XIV. MISCELLANEOUS PROVISIONS

47. Amendments to this MOU shall be in writing and signed by the authorized representatives of the Parties.
48. Changes to the scope of Services, including extension(s) of the implementation of this MOU resulting from unforeseen circumstances, shall be subject to prior approval by the UN and amendment of this MOU in accordance with paragraph 47, above.
49. The Annexes to this MOU shall be an integral part of this MOU. In the event of any inconsistency between the provisions of this MOU and the Annexes, the provisions of this MOU shall prevail.



## Annex I

### SUMMARY OF THE MONUSCO/UNDP PROJECT

Since 2014, the Polling project has been implemented jointly by UNDP and MONUSCO, in collaboration with the Harvard Humanitarian Initiative (HHI) and in coordination with the Ministry of Justice and provincial governments in North Kivu, South Kivu and Ituri. It aimed at capturing local perceptions, which is crucial to produce situational and contextual analysis to inform policies and programs and may help measuring the real impact of peacekeeping efforts in the field over time.

The project will continue to provide the Mission, UNCT and national stakeholders with quality information to inform their analysis and decision-making and contribute to the implementation of the MONUSCO mandate priorities as defined UN Security Council Resolution 2348, in priority areas/ of protection of civilians and stabilization of affected conflict areas.

Quarterly data collection and analysis of population's perception will be conducted in 25 territories in the eastern part of DRC to ensure the availability of the reliable data informing the progress on the implementation of MONUSCO's mandate as well as efforts GoDRC efforts in areas of justice and security.

Title:	Project on data collection on local perceptions on peace consolidation and stabilization in Eastern DRC.
Timeframe:	1 July 2017 – 30 June 2018.
Location:	DRC, Kinshasa
Budget:	US\$ 631,800.00 (including indirect program support costs)
Parties:	United Nations, acting through the MONUSCO and UNDP ("Recipient Agency")

Nature of activities: Collection and analysis of data on perceptions in the areas of access to justice, security, stabilization, social cohesion among the populations of eastern DRC.

Objectives: MONUSCO, UNCT, GoDRC, and international donors' interventions related to protection, stabilization as well as peace and consolidation efforts are informed by reliable data.

### BACKGROUND

The Polling project has been implemented jointly by UNDP and MONUSCO, in collaboration with the Harvard Humanitarian Initiative (HHI) since 2014. The information data gathered through the quarterly large-scale public perception polls currently constitutes a substantial database, which illustrates perception trends and allows for a detailed analyses on specific themes, all of which can inform baselines, track-changing monitoring tools and trends of progress in peacekeeping mandate implementation. Thus, the project provides the Mission, UNCT and national stakeholders with quality information to inform their analysis and decision-making.

The project contributes to the implementation of the MONUSCO mandate priorities as defined UN Security Council Resolution 2348, which includes the following priority areas/tasks:

- Ensure effective and dynamic PoC under threat of physical violence; support and undertake local mediation efforts to prevent an escalation of violence, including in the context of elections
- Provide coordination between the Government of the DRC, international partners United Nations agencies in a targeted, sequenced and coordinated approach to stabilization informed by up to date conflict analysis, through the implementation of the International Security and Stabilization Support Strategy (ISSSS) and adoption of a conflict sensitive approach across the Mission.

The project will ensure continuity of data collection and analysis of population, which will be crucial to observe and analyse the evolution of the situation in a longer term, and will expand the data collection adding further relevant themes (indicators) to inform policy, planning and programming on peacebuilding, security, and justice.

Furthermore, the project will support the Mission, UN agencies and national authorities in designing more effective responses to development challenges and more directly to DRC UNDAF for 2013-17, outcomes 1 and 6 "The institutional framework and civic structures are reinforced to ensure the promotion of human rights and development in the DRC" and "Significant progress in the protection of civilians, respect for human rights and the reduction of tensions and conflicts".

UNDP offers a comparative advantage in the implementation of the project as proposed activities build upon the results and lessons learned within the framework of an already existing joint project. Furthermore, UNDP has an extensive experience with respect to project management and data collection, notably in the area of justice. Furthermore, UNDP and HHI have signed a Memorandum of Understanding (MoU) that covers all the activities listed below related to the collection and analysis of local perception data, capacity building and the dissemination for the proposed period. Finally, UNDP has established a partnership based on trust with the provincial authorities, which will key for the implementation of the project on the ground.

#### *ACTIVITIES*

UNDP in partnership with Harvard Humanitarian Initiative will carry out activities in the priority area(s) which are linked to the MONUSCO's mandate and characterised by high degree of integration between the Mission and the UN agencies, funds and programmes. Table I below shows how the Implementing Partner activities support priority areas and mission mandate while Table II specifies the details of the proposed activities, planned inputs per cost area and required budgets.

Priority Area/Outcome 1	Mission Mandate	Cost areas	Budget US\$
<p>Prioritizing the protection of civilians through a comprehensive approach aiming at reducing the threat posed by the Congolese and foreign armed groups and the threat of violence against civilians, including sexual and gender-based violence and violence against children.</p> <p>Enabling and supporting Congolese and United Nations country team stakeholders to address the root causes and break the cycles of violence in a sustainable manner. (Summarize priority area)</p>	<p>RBB 2.1. Improved security and protection of civilians in areas affected by armed conflict.</p> <p>2.1.2 Increase in the percentage of Congolese reporting confidence in the capacity of the State security forces to protect its population (2015/16: 31 per cent; 2016/17: 53 per cent; 2017/18: 55 per cent)</p> <p>3.1 Improved State service delivery in conflict-affected areas.</p> <p>3.1.1 Increase in the population's level of satisfaction with government-provided administrative service delivery in priority stabilization areas (2015/16: 38 per cent of survey respondents; 2016/17: 43 per cent; 2017/18: 48 per cent)</p>	<p>1. Staff and Personnel;</p> <p>2. Travel;</p> <p>3. Contractual Services;</p> <p>4. Implementing Partner Supplies Commodity;</p> <p>5. General Operating Expenses;</p> <p>6. Equipment, Vehicles and Facilities;</p>	<p>\$xx</p> <p>xx</p> <p>xx</p> <p>xx</p> <p>xx</p> <p>xx</p>
SUB-TOTAL Priority Area/Outcome 1			\$585,000.00

\*editor's note - indirect program support costs is generally 7% for agencies, funds and programs.

ANNEX II: IMPLEMENTATION BY UNDP

Priority Area 1:

- a) Prioritizing the protection of civilians through a comprehensive approach aiming at reducing of the threat posed by Congolese and foreign armed groups and the threat of violence against civilians, including sexual and gender-based violence and violence against children (...)
- b) Enabling and supporting Congolese and United Nations country team stakeholders to address the root causes and break the cycles of violence in a sustainable manner

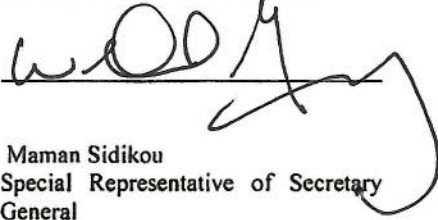
Mission mandate:

- c) Improved security and protection of civilians in areas affected by armed conflict: "2.1.2 Increase in the percentage of Congolese reporting confidence in the capacity of the State security forces to protect its population (2015/16: 51 per cent; 2016/17: 53 per cent; 2017/18: 55 per cent)"
- d) Improved State service delivery in conflict-affected areas: "3.1.1 Increase in the population's level of satisfaction with government-provided administrative service delivery in priority stabilization areas. (2015/16: 38 per cent of survey respondents; 2016/17: 43 per cent; 2017/18: 48 per cent)"

Recipient Agency Output and Activities 1.1	Cost areas	Budget (US\$)
Output 1 Perception data is collected and analyzed in the areas of access to justice, security, stabilization, social cohesion and reconstruction among the populations of eastern DRC);	1. Staff and Personnel:	\$xx
	2. Travel:	xx
	3. Contractual Services:	xx
	4. Implementing Partner Commodities:	xx
	5. General Operating Expenses:	xx
<b>Activities:</b>		
* 4 data collection and analyses at the levels of territories and/or urban centers on a quarterly basis.		
* 2 bi-annual data collection and analysis at level of selected zones		
* 4 monographic analytical reports on specific topics and/or areas deemed strategic relevant by MONUSCO or UNDP.		
<b>SUB-TOTAL 1.1</b>		<b>USD 560,000.00</b>

Recipient Agency Output and Activities 1.2	Cost areas	Budget US\$
Output 1. Capacities and awareness of DRC institutions, development agencies, civil society and national and international media are increased through dialogue session and Focus Group.	1. Staff and Personnel:	\$xx
	2. Travel:	xx
	3. Contractual Services:	xx
	4. Implementing Partner Supplies Commodity:	xx
	5. General Operating Expenses:	xx
<u>Activities:</u>		
<ul style="list-style-type: none"> <li>• <u>Capacities reinforcement of university students on data collection and statistical analysis.</u></li> <li>• <u>Publication and printing of quarterly reports and analytical monographic issues</u></li> </ul>		
SUB-TOTAL 1.2:		USD 27,574.00
TOTAL PRIORITY AREA 1:		USD 587,574.00

On behalf of the United Nations



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Maman Sidikou  
Special Representative of Secretary  
General

Date: 9 December 2017

On behalf of UNDP



A handwritten signature in blue ink, appearing as a stylized, cursive name, positioned above a horizontal line.

Boureima Younoussa  
Resident Representative a.i.

Date: