

MEMORANDUM OF UNDERSTANDING

BETWEEN

The United Nations Multidimensional Integrated Stabilization Mission in Mali
(MINUSMA)

AND

Association de Recherche pour le Développement des Initiatives Locales (ARDIL)

PROJECT TITLE	Stratégie Intégrée et de Réhabilitation de la commune de SALAM à travers l'amélioration des points d'eaux et la production et la productivité des produits pastoraux
PROJECT REFERENCE N°.	CVR/TIM/003/16
PROJECT LOCATION	Commune de Salaam
TOTAL PROJECT COST IN FCFA	49,119,000
CONTRIBUTION FROM COMMUNITY IN FCFA	400,000
AMOUNT REQUESTED FROM MINUSMA IN FCFA	48,719,000
PROJECT DURATION	6 months

Subject

1. This Memorandum of Understanding (hereinafter referred to as the "MoU" or the "Agreement") establishes the terms and conditions under which MINUSMA and Association de Recherche pour le Développement des Initiatives Locales (ARDIL), (hereinafter referred to as "the Implementing Partner" ("IP")), shall cooperate in a coherent manner for the purposes of project implementation described in the project proposal document annexed to this Agreement, modalities of disbursement of funds to finance all or part of the project, the modalities of execution of the project and the general principle governing the IP's accountability and responsibilities.

Documents constituting this MoU

2. This Agreement consists of:
 - (a) This document (MoU);
 - (b) The Project Proposal Document which contains the description of the project, the project budget and the implementation schedule of the project activities as well as all supporting documentations (Annex A).

3. The documents comprising this MoU are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, this MoU shall prevail over any other document.
4. The signatories to this MoU shall remain in contact and make available all information necessary for the implementation of this Agreement.

Duration of the Agreement

5. This Agreement shall enter into force on the date of its signature by the Parties and, unless terminated in accordance with the provisions in Paragraphs 35 to 38, it will remain in effect until the completion of the project and the fulfilment by the Parties of their obligations under this Agreement. The project shall be implemented within a period of **6 months** from the date of signature of this Agreement.

Contribution from MINUSMA

6. MINUSMA shall make available to the Implementing Partner (IP) a maximum of 48 719 000 FCFA (hereinafter referred to as 'Contribution'), which the IP agrees to use in accordance with this Agreement and solely to cover expenditures necessary for the implementation of the project as detailed in the Budget set out in the project proposal document. The Contribution will be paid according to the following installments:
 - (a) 50% of the Contribution (1st installment), corresponding to 24 359 500 FCFA will be paid to the IP within ten days of the date of signature of this agreement by the Parties;
 - (b) 30% of the Contribution (2nd installment), corresponding to 14 615 700 FCFA will be paid to the IP within ten days after receipt and acceptance by MINUSMA of the mid-term activity and financial reports referred to in paragraphs 28 (a) and (b) of this agreement.
 - (c) 20% of the Contribution corresponding to 9 743 800 FCFA will be paid to the IP within ten days of the receipt and acceptance by MINUSMA of the financial and activity reports referred to in Paragraphs 28 (a) and (b) of this Agreement.
7. The above mentioned payments will be made by bank transfer to the IP's account as per the following bank details:

Account Name: ONG ARDIL TBTOU BAMAKO
Account Number: 91 000 120 0840
Bank Name: BNDA
Bank Address: TOMBOUCTOU
IBAN: BNADMLBAXXX

8. MINUSMA will not be required to make any additional payments to the Contribution referred to in paragraph 6 of this Agreement; the IP will be responsible for all expenses or

any costs exceeding the stated Contribution. MINUSMA may suspend or cancel any of the payments referred to in paragraph 6 in the event of non-compliance by the IP in the performance of its obligations under this Agreement, as well as in the cases provided for in Paragraphs 35 to 38 of this MoU.

Responsibilities of the Implementing Partner

9. The Implementing Partner is responsible for the execution of the project in accordance with the planned activities contained in the Project Proposal Document annexed to this Agreement and, to this end, to take all measures and make all necessary arrangements for the provision of goods, services, labor, orientation to beneficiaries and to take any other necessary actions needed for the execution of the project.
10. The legal status of the IP is that of an independent contractor with regard to MINUSMA. Its employees, agents or contractors (hereinafter referred to as "personnel") will be in no way regarded as employees, agents or contractors of MINUSMA.
11. The IP shall comply with the provisions of this Agreement and will take all necessary measures to ensure that its personnel also complies.
12. The IP should provide direct beneficiaries (ex-combatants, former members of armed groups and community members engaged on the project) with contracts for the duration of the project, including terms and conditions and daily wages.
13. The IP is responsible for the professional and technical competence of its personnel. The IP shall choose, for the purposes of the implementation of the project, efficient persons with the highest moral and ethical standards. In addition, the IP shall refrain from any action that could prejudice MINUSMA and shall have regard for the interests of the UN in performing their obligations under this Agreement.
14. Where the IP may have knowledge of an event or circumstance which affects or may affect the execution of the project, it will promptly notify MINUSMA.
15. The IP shall participate in organizing field visits for internal and external partners (such as external auditors, members of the LRC, UN visitors etc.) and ensure that the National DDR Commission (NDDRC) and MINUSMA Project Officers and Monitoring and Evaluation (M&E) teams have access to the project site as well as to all documents pertaining to the project.

Insurance and Liability

16. Neither MINUSMA, the United Nations nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the IP, its personnel, equipment or other property or the IP personnel's personal effects or other property during, as well as the beneficiaries of the Reinsertion/CVR Project and any third

party, in connection with or as a result of, the Reinsertion/CVR Project, its implementation or execution or any event relating thereto.

17. The IP shall indemnify, defend and hold harmless MINUSMA and the United Nations, their agents and/or their officials from and against all claims, suits, proceedings or liability of any nature whatsoever, including those brought by third parties, against MINUSMA, or the United Nations, their officials, agents and employees, relating any acts or omissions of the IP, its personnel or anyone directly or indirectly employed by it in the implementation or execution of the Reinsertion/CVR Project, including, without limitation, claims and liability in the nature of a claim for workers' compensation. The obligations under this Paragraph do not lapse upon termination of this MoU.
18. The IP shall provide and thereafter maintain any liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the Reinsertion/CVR Project or the operation of any vehicles, boats, airplanes or other equipment owned or leased or used by the IP or its agents, contractors or employees or beneficiaries of the Reinsertion/CVR Project performing work or services in connection with the Reinsertion/CVR Project. The IP shall also provide and therefore maintain all appropriate workmen's compensation insurance or its equivalent, with respect to its employees and the beneficiaries of the Reinsertion/CVR Project to cover claims for personal injury or death in connection with the Reinsertion/CVR Project. Upon request by MINUSMA, the IP shall provide documentary evidence of such coverage.

Status of Implementing Partner

19. The IP shall have the legal status of an independent contractor vis-à-vis MINUSMA and/or the United Nations, and nothing contained in or relating to the Reinsertion/CVR Project shall be construed as establishing or creating between MINUSMA and/or the United Nations and IP the relationship of employer and employee or of principal and agent.

Subcontracting

20. In the event that the IP requires the services of subcontractors to perform any obligations under this MoU or the Reinsertion/CVR Project, the IP shall obtain the prior written approval of the Project Appraisal Committee (PAC). MINUSMA shall be entitled, at its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that MINUSMA reasonably considers is not qualified to perform obligations under this MoU or the Reinsertion/CVR Project. MINUSMA shall have the right to require any subcontractor's removal without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the IP to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under this MoU or the Reinsertion/CVR Project, and the IP shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this MoU.

Amendments

21. No modification or change in the MoU shall be valid and enforceable against the United Nations and MINUSMA unless provided by a valid written amendment signed by the IP and MINUSMA or their duly designated representatives.

Confidentiality

22. Information and data that is considered property by either Party or that is delivered or disclosed by one Party to the other Party during the course of performance of this MoU and that is designated as confidential shall be held in confidence by that Party and shall be used solely for the purpose for which it was disclosed, unless otherwise agreed in writing by the Parties. However, MINUSMA and the United Nations may disclose information to the extent required by its regulations or rules or by a request of its oversight bodies.

Financial Administration and Audit

23. Where it is deemed appropriate by MINUSMA and the IP, MINUSMA SSR-DDR Section and the IP will ensure that the public and the beneficiaries of the project are informed of the impact of the project and the origin of the Contribution, both during the execution of the project and during the first month following its completion, by the following means:
 - (a) Posters at the project site;
 - (b) Inscriptions on the newly built or rehabilitated structures;
 - (c) Signs on the equipment or materials used in the project;
 - (d) Press releases.
24. The IP is responsible and accountable to MINUSMA for effective and efficient management of the project. The IP will put in place all controls, systems and appropriate methods to ensure that all books of accounts and other records of expenditure are kept accurate and up-to-date. For every expenditure, the IP shall provide supporting documentation, including originals of all bills and all receipts relating to the relevant transaction. Any currency conversion required for the implementation of this MoU will be the official rate of exchange in effect at the time of the transaction concerned and will be at sole costs and expenses of the IP.
25. Unless it is otherwise agreed in writing between the Parties, the IP will retain the books and other records related to the project for at least two (2) years after the completion of the project, and will, upon written request, avail such books and other records to the auditors or other designated representatives of MINUSMA.
26. Designated representatives of MINUSMA have the right to visit the project site(s) at any time in order to inspect or evaluate and/or conduct an audit of the project activities. The IP will take all measures and will make any arrangements necessary to facilitate these visits.

27. In the execution of the project, the IP will adhere to the budget distribution stipulated in the project document.

Reports

28. Within ten days of the project reaching mid-term execution, as provided for in the project activities plan of the project proposal document, the IP will submit the following reports to MINUSMA:
- (a) A mid-term project activity report detailing: (i) the activities carried out and the results achieved in accordance with the project proposal document and the plan of activities; (ii) all cases where the project proposal document and/or the planned activities have not been followed or achieved, with justifications and a description of measures taken to achieve the expected results; (iii) all circumstances which, to the knowledge of the IP, could compromise the successful implementation of the project or hinder its completion, and all measures that the IP has put in place to deal with these circumstances.
 - (b) A financial report reflecting all funding received from MINUSMA in respect of the Contribution, all the expenditures financed from the Contribution and any unused balances. The financial report must be accompanied by all supporting documents, including all original invoices and receipts. The financial report must indicate accurately and in detail the numbers, descriptions and prices of all materials, equipment, supplies and other goods purchased, as well as all services financed by the Contribution.
29. In the ten days following the date of completion of the project or the date of termination of this Agreement, the IP will submit to MINUSMA the following final reports:
- (a) A final activity report describing: (i) the activities carried out and the results achieved in accordance with the description of the project and the plan of activities; (ii) all cases where the project design and/or the plan of activities were not followed, with justifications; (iii) an evaluation of the impact of the project on the target area or beneficiaries; and (iv) a documentation of the lessons learnt from the implementation of the project.
 - (b) A final financial report on the total cost of the project, containing all the information mentioned in paragraph 28 (b) above covering the entire duration of the project, including any unused balance of the Contribution and all interests that accrued on the contribution. Such unused balance and/or interests accrued shall be returned to MINUSMA.

Coordination of Activities

30. Where the IP considers that activities or expenditures not provided for under this MoU would be required for the successful implementation of the project, the IP shall immediately inform MINUSMA to obtain written approval before adding such activities or

expenditures. Any changes made, however, should fall within the limits of the budget provided in the project documents.

31. In order to avoid duplication and waste of resources, the IP shall ensure full coordination between the activities financed by this Contribution and other relevant projects that the IP may be implementing.

Correspondence

32. All correspondence between the Parties concerning the application or interpretation of this MoU will be sent through the following addresses:

MINUSMA

Attention: Chief DDR
MINUSMA SSR-DDR Section
Hotel l'Amitie-Bamako, Mali
Mobile: +223-94950275 or 94709065
Email: diagnen@un.org or lukonde@un.org

Implementing Partner contact person

Name: Abdel Hamid Maiga
Position: Président
Address: Quartier Sareikaïna à Tombouctou
Telephone: 66982581/73527548/0022321921305
Email: abdoucheibani@yahoo.fr

Resolution of Disputes

33. The Parties shall do their best to settle amicably any differences, disputes or claims arising from this MoU, its invalidity or its violation, or any other related matter. Any such differences, disputes or claims which are not settled amicably within sixty days of receipt by one of the Parties of the application for settlement made by the other party will be submitted by either party for arbitration in accordance with the arbitration rules of the United Nations Commission for Commercial International Law (UNCITRAL) in force at the time. The arbitral tribunal has no authority to grant payment of damages as a punishment. The Parties are bound by the arbitration award rendered at the end of the arbitration as a final and definitive settlement of the difference, claim, or dispute.

Privileges and Immunities

34. None of the terms of this Agreement will be considered as constituting a waiver, expressed or implied, of any privileges or immunities whatsoever of the United Nations, including its subsidiary bodies such as MINUSMA.

Termination

35. MINUSMA may, at its discretion, terminate this MoU at any time by written notice to the IP of at least fifteen (15) days in a case where MINUSMA considers that the commencement, continuation or completion of the project or achievement of its objectives are or can be compromised.
36. MINUSMA may also terminate this MoU by written notice with immediate effect in the event of violation by the IP of one of its obligations set out in this MoU, including where the IP fails to submit a report under paragraphs 28 and 29 of this MoU.
37. In case of *force majeure*, either party may terminate this MoU by written notice to the other party of at least (7) days. Force majeure as 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, provided that such acts arise from causes beyond the control and without the fault or negligence of the IP. The IP acknowledges and agrees that, with respect to any obligations under the MoU and that any delays or failure to perform such obligations arising from or relating to harsh conditions within areas of deployment of MINUSMA, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the MoU.
38. Without prejudice to the provisions of paragraphs 35 to 38 of this MoU, MINUSMA may decide to consult with the IP whenever, in the opinion of MINUSMA, circumstances exist that jeopardize, or may jeopardize the commencement, continuation or completion of the project or the achievement of its objectives. The Parties shall consult on the possibility of eliminating and/or mitigating such circumstances or to minimize the effects thereof.


Effective Date and Duration

39. This MoU will become effective after signature by the representatives officially authorized by the Parties. It shall remain in force for the duration of the Reinsertion/CVR program as stated in Annex A to this MoU.


IN WITNESS WHEREOF, the respective representatives of the Parties have signed the present MoU in three (3) originals in the English language this 25 day of March, 2016

For MINUSMA:

Signature : 
 Name: Michael M. KITIUI
 Title: DMS



For the Implementing Partner:

Signature: 
 Name: Abdel Hamid Maïga
 Title: Président

