



MEMORANDUM OF UNDERSTANDING BETWEEN  
THE UNITED NATIONS MISSION IN SOUTH SUDAN  
AND  
COMMUNITY INITIATIVE FOR DEVELOPMENT AGENCY (CIDA)

Project Title: **Support to return, reintegration and resilience for women in Aguka Payam, Tonj State.**

Location: Aguka Payam, Tonj County, Tonj State  
GPS Coordinate: N 7° 10.09, E 28° 50.97

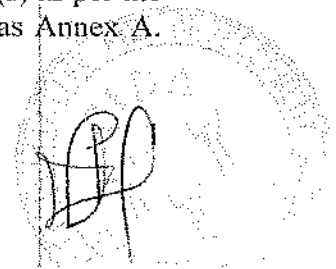
**Objective**

1. The principal objective of this Memorandum of Understanding (“MOU”) is to establish the terms and conditions under which the United Nations Mission in South Sudan (“UNMISS”) and Community Initiative for Development Agency (CIDA), with its main offices located at Kuajok, Gogrial State hereinafter referred to as “the Parties”, will cooperate for the purpose of implementing a Quick Impact Project in Aguka Payam, Tonj County, Tonj State for implementation of (the “Support to return, reintegration and resilience for women in Aguka Payam, Tonj State.”).
2. The purpose and expected outcome(s) of the Project are described in the Project Proposal approved by UNMISS attached to this MOU as Annex A.
3. In a spirit of cooperation, the Parties shall consult each other regularly and shall make available to each other the information reasonably requested to carry out the Project in line with this MOU.

Now therefore the Parties agree as follows.

**Implementation and Monitoring of the Project**

4. CIDA hereby certifies that it meets all the eligible criteria mentioned in Annex B.
5. The Project shall be implemented by CIDA in accordance with the Approved Project Proposal attached to this MOU as Annex A notably regarding the tasks to be performed, quality standards of the work and timelines.
6. CIDA shall ensure that the implementation of the Project complies with UN environmental, health and safety standards.
7. During the implementation of the Project, CIDA shall submit progress report(s) as per the schedule provided in the Approved Project Proposal attached to this MOU as Annex A.



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After the completion of the Project, CIDA shall provide UNMISS with a final report. The format of such progress and final reports is attached to this MOU as Annex C.

8. UNMISS shall monitor the implementation of the Project through regular contacts with CIDA and site visits in order to ensure that the project timescales are adhered to and that the quality of work meets the required standards. For that purpose, UNMISS shall have the right to inspect and evaluate the implementation of the Project at any time. CIDA shall make all arrangements necessary to facilitate such inspection and evaluation.

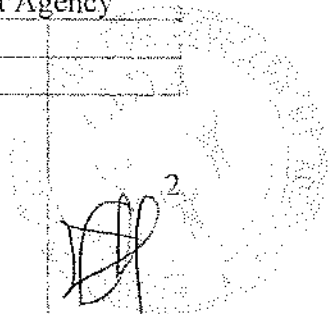
### Disbursement of funds

9. An amount of Thirty Nine Thousand, Nine Hundred and Forty Seven United State Dollar (USD 39,947.4), representing 80% of the total approved budget costs of the Project shall be paid by UNMISS to CIDA following the signature of the MOU.
10. The balance of Nine Thousand, Nine Hundred and Eighty Six United States Dollar (USD 9,986.8) representing 20% of the total approved budget costs of the Project will be paid upon the completion of the Project, subject to the following:
  - a) Submission of a payment request in the format attached to the MOU as Annex D;
  - b) Submission of a final financial statement justifying all expenses related to the Project substantiated by original receipts together with a narrative report. Such financial report shall be signed by an authorized representative of CIDA in the format of the template attached to this MOU as Annex E. Any items appearing on the financial statement that cannot be substantiated by original supporting documents will not be considered as eligible expenditure, and the CIDA will be considered liable for any such costs, legitimate or otherwise. All accounts and financial statements shall be expressed in United States Dollars. Disbursements in South Sudanese Pound will be converted to US Dollars at the UN Rate of Exchange applicable for the month of conversion.
  - c) Submission of a final narrative report as provided for in Article 7 of the MOU; and
  - d) Satisfactory implementation of the Project and final clearance provided by UNMISS after site visit at the formal request of CIDA. The format for such request for final clearance is attached to this MOU as Annex F.
11. Any amount previously advanced, which has not been substantiated by original receipts evidencing costs incurred for the Project, shall be reimbursed by CIDA to UNMISS immediately on demand.
12. No Payments will be made above the approved Project budget, mentioned in Annex A. Therefore, CIDA shall not enter into commitments or assume any liability related to the Project in excess of the approved Project budget.
13. UNMISS's instalments will be paid in US dollar (USD) into the following designated bank account:

Bank:	Kenya Commercial Bank (KCB)
Account name:	Community Initiative for Development Agency
Account number:	5590296048
Swift code IBAN:	KCBLSSJB

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Bank address	KCB, Wau South Sudan
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When making such transfers, UNMISS will notify CIDA and the recipient by email [papexd.cida@gmail.com](mailto:papexd.cida@gmail.com) / [papag@cidass.org](mailto:papag@cidass.org) of the following:

- (a) The amount transferred;
- (b) The value and date of the transfer; and
- (c) That the transfer is from UNMISS pursuant to this MOU.

### **Financial Administration**

14. CIDA shall be responsible and accountable to UNMISS for the efficient financial management and utilization of the funds received. For that purpose, CIDA shall maintain financial and accounting documents concerning the project, including an up to date list of expenditures. The CIDA shall make available to UNMISS upon request, all relevant financial information concerning the Project.

### **Prohibition of SEA and Child Labour**

15. Each Party shall take all appropriate measures to prevent child labour, sexual harassment, or sexual exploitation or abuse of anyone by its employees, consultants, contractors or any other persons, or entity engaged, or controlled by a Party to perform any services in relation to this MOU.

16. Sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, and the exchange of any money, goods, services, or other things of value, for sexual favours or activities, or for engaging in any sexual activities that are exploitative or degrading to any person, shall constitute sexual exploitation and abuse of such person.

17. Child labour shall include any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

### **Claims and Liability**

18. CIDA shall indemnify, defend and hold harmless, UNMISS, its entities, officials, agents, servants and employees, at its own cost, from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind whatsoever, directly or indirectly related to any acts or omissions by [please insert name of the implementing partner], its agents, employees and contractors in connection with the Project or its implementation. The provision of this article does not lapse upon the termination of this MOU.

### **Status of [CIDA]**

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19. CIDA shall retain its legal status independent of UNMISS. The agents, employees and contractors of CIDA shall not be considered in any respect to be agents, employees or contractors of UNMISS.

### Settlement of Disputes

20. The Parties shall use their best efforts to resolve amicably through negotiations any dispute relating to the interpretation or application of this MOU.
21. If the Parties are unable to resolve the dispute through negotiation within sixty days, then a Party may within a period of thirty days after this sixty days period request in writing that the dispute be settled in accordance with Section VII of the Status of Forces Agreement between the United Nations and the Government of South Sudan concerning UNMISS dated 8 August 2011.

### Privileges and Immunities

22. Nothing in, or relating to, the provisions of this MOU shall be deemed a waiver of the privileges and immunities of UNMISS or the United Nations, or of the immunity of any of their members, employees, officials, agents, experts or contractors.

### Effective Date and Duration

23. This MOU shall become effective upon signature by the duly authorised representatives of the Parties. It shall remain into force until the completion of the Project unless terminated earlier in accordance with Articles 24 and 25 of this MOU.
24. This MOU may be terminated by either party on one month's written notice to the other Party.
25. UNMISS may terminate the MOU with immediate effect upon written notice, in the event that UNMISS, in its sole discretion, considers that:
- a) the duration of the implementation of the Project has exceeded the timetable provided in Annex A of this MOU;
  - b) the Project's objectives, scope or purpose, as defined in Article 2 and Annex A of this MOU, have been altered without UNMISS' prior written approval; or
  - c) the continued implementation of the Project in the form of further disbursements would be inconsistent with this MOU or the spirit of the QIP program.
26. On termination of this MOU, the outstanding funds shall be returned to UNMISS. If CIDA has expenditures to be satisfied from such funds, incurred before the date of notice referred to in Articles 24 and 25 of the MOU, UNMISS can, at its own discretion, decide that the amount necessary for that purpose can be applied to those expenditures.
27. Articles 11, 18, 20, 21 and 26 of this MOU shall remain in force after the completion of the Project and the termination of this MOU.

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**In witness thereof**, the undersigned, being the duly authorised representatives of the Parties have signed the present MOU in two original copies, one for each Party.

<p>For UNMISS, UNMISS Director of Mission Support</p>  <p>Signature Date 23/1/2018</p>	<p>For [CIDA]: CIDA Executive, Director</p>  <p>Signature Date 12/12/2018</p>
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LIST OF ANNEXES

Annex A	Approved Proposal
Annex B	Eligible Criteria
Annex C	Format for Progress Report
Annex D	Format for Payment Request
Annex E	Format for Financial Statement
Annex F	Format for Final Clearance Request

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