

**MEMORANDUM OF UNDERSTANDING WITH THE GOVERNMENT OF
MONTSERRAT FOR
NON BUDGET SUPPORT FINANCIAL AID AND TECHNICAL
CO-OPERATION**

Between

The Government of the United Kingdom of Great Britain and Northern Ireland acting through the
Foreign, Commonwealth & Development Office ("FCDO")
and

The Government of Montserrat ("The Government")
together called "the Participants"

**MONTSERRAT FINANCIAL AID 2021/22
{ARIES 204728}**

1. The arrangements and the purpose for which the Grant will be used are set out in this Memorandum of Understanding (MoU) and its Annex's and the corresponding **Business Case: Montserrat Financial Aid 2019/20 – 2021/22** , collectively referred to as "this Arrangement".
2. Following the 2020/21 Financial Aid Mission in January 2021 and subsequent discussions between the Participants, FCDO, will make available, a sum up to **£23.6m** (which at the time of signing this MOU is equivalent to an EC\$ amount of EC\$86,140,000). This supports non-budget Financial Aid to the Government of Montserrat. The schedule of disbursement of Financial Aid will consist of 4 payment tranches released in May, August, December and February subject to agreed actions below.
3. The budget for Financial Aid is composed as set out in table 1. Prior to disbursements, FCDO will propose the chart of accounts to separate medivac, social sector payments in 21/22.

Table 1: Composition of Montserrat Financial Aid

Component	Full Year Budget	Details
Recurrent	£20,175,342 (EC\$73,640,000)	To support the Government's recurrent expenditure across its Ministries.
Access Subsidy	£493,151 (EC\$1,800,000)	To support and maintain access to Montserrat.
Technical Cooperation and Capacity Building	£2,931,507 (EC\$10,700,000)	To support the Government in filling key posts and build its capacity.

4. The Grant will start on 1st April 2021 and is expected to end on 31st March 2022

Funding Requirements

5. The funding amount and disbursement schedule above are subject to revision and will depend on the fulfilment of the provisions of this arrangement, any revisions to budgets and actual expenditure. It will also depend on any additional specific conditions accepted by the Government.

6. FCDO funds must be separately accounted for by the Government and therefore readily identifiable at all times. The Government will ensure that all goods and services financed from the Grant will continue to be used for the purposes set out within this arrangement. In the event of such goods or services being used for other purposes, the Government must notify FCDO in writing and FCDO may seek to recover from the Government the value of the goods and services concerned.

7. Should there be any revenue shortfalls in the 2021/22 budget year caused by underperformance of revenue (which are not the outcome of extraordinary external factors such as a hurricane), the government will be required to undertake spending restrictions, implement cost savings or use other methods to cover the shortfall. FCDO will not disburse extra funding to cover non-performance of revenue.

8. Specific conditions which must be met to support continuation of funding, and which we monitor adherence to are:

- i. Continuing improvement to strategic planning and reporting on performance by Ministries with on-time and informative quarterly and end of year reporting on financial execution of Ministry budgets and their achievements against financial aid logframe indicators, and against GoM's own KPIs that demonstrate delivery to/for citizens and shows the overall quality of the service(s) provided.

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- ii. GoM must consult and keep FCDO informed on any policy changes or developments including economic or legal that will have implications on the spend of Financial Aid funds or impact on any long term contingent liabilities of the GoM or the UK Government, in particular on Access and Social Sector spending decisions.

Assurance and Audit Arrangements

9. The Government will co-operate fully with FCDO and its agents during any assessment of the public financial management system, the partnership principles and the project, providing the information and evidence necessary for effective assessments to be made. Whenever required and practicable, the Government will permit FCDO authorised personnel to visit the project(s) funded, directly or indirectly by this grant.

10. The Government will within 9 months of the end of each financial year provide FCDO with Annual Audited Statements from its Auditor General (or equivalent) confirming that FCDO's Grant has been used for the intended purposes;

Reporting, Reviews and Reforms

11. At the monthly steering committee meeting the Government and FCDO will monitor progress with the achievement of an agreed set of reforms and priorities for 2021/22 as reported by the Government against the agreed "2021/22 Priority Reforms".

12. Formal reviews and reporting will be conducted, to assess progress against project objectives. It is expected that the Ministry of Finance and Economic Management will meet with FCDO on a monthly basis to report on the following:

- I. Financial and results performance to date and forecasts for both domestic (e.g. tax) revenues and expenditure;
- II. Related key budget policy and departmental developments;
- III. Programme delivery risks;

On a quarterly basis, in addition to the above, MOFEM will collate and present reporting on:

- I. GoM internal quarterly reporting from line Ministries, as related to Ministerial Strategies and KPI's;
- II. Performance against financial aid targets (e.g. as set out in the FCDO Financial Aid Business Case and supporting logframe)

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- III. Quarterly reporting on activities and spend related to the Small Capital Assets Fund. FCDO will also sit on the SCAF project board and will have advance site of all SCAF proposals;
- IV. In addition FCDO will have an observer seat on the GoM Public Procurement Board and be shared relevant papers in a timely manner.
- V. With the logistic support of MOFEM, the FCDO team will meet with a selected Ministry each month to discuss progress on spend/revenue and key strategies and targets.

Additional discussions and reporting as related to the ring-fenced budget items will be as follows:

- I. Access subsidy: there will be a separate monthly meeting focussed on access spending decisions and GoM subsidy issues, where GoM will provide updates on the financial and passenger performance of all access services and will report on progress with the planning and undertaking of any access related procurement and consultancies. GoM will provide passenger and financial data on a x basis.
- II. Technical Cooperation: there will be a separate monthly Technical Cooperation (TC) meeting with GoM attendees including Deputy Governor (DG), Financial Secretary (FS) and Chief Human Resources Officer (CHRO). An updated TC list in an agreed format and any relevant narrative reporting will be provided.

13. Expenditure in 2021/22 related to the use of surplus from any previous years will be strictly limited to those areas agreed upon by FCDO and GoM (and relate to justifiable increased funding for the legal sector and/or any necessary emergency response, subject to ongoing approval from FCDO).

14. The Government must submit full and timely evidence in support of claims including:
- a) Performance to date and a forecast to the end of the claim period of both domestic (e.g. tax) revenues ; and of
 - b) A breakdown of expenditure needs by key department and spending area including a separate account of each of the ring-fenced areas.
 - c) UK Agreement of any spending decisions that may relate to long term contingent liabilities.
 - d) A breakdown any expenditures for COVID related expenditures,

The evidence and required reporting must be submitted by the dates indicated in Table 2, to enable the planned disbursements to proceed. Failure to provide timely evidence may delay disbursement and impact on levels of funds released.

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15. GOM must not transfer more than £200,000 (cumulative) from each Budget Head in a single financial year without notifying FCDO in advance.
16. GOM should identify, quantify and implement efficiency savings that aim to reduce future Financial Aid settlements from FCDO.
17. There will be a Financial Aid Mission in Montserrat ahead of the 2022/23 Financial Year to gather evidence for the 2022/23 Financial Aid settlement. The Mission will review progress with the 2021/22 settlement and against the logframe indicators ahead of the 2019-2022 Financial Aid Project Completion Review. A timetable of key actions and issues relating to the management of this programme is set out at Annex 7. This timeline may be reviewed if jointly agreed by FCDO and GoM.

Payment Tranche	Deadline for GoM to submit reporting and supporting documentation	Target for release of FCDO funds
1 - May	w/c 24 th May 2021	Before 31 st May 2021
2 - August	w/c 9 th August 2021	By 30 th August 2021
3 - December	w/c 6 th December 2021	By 17 th December 2021
4 - February	w/c 14 th February 2022	By 25 th February 2022.

Accountability and Indemnity

18. FCDO will not be responsible for the activities of any person, organisation or company engaged by the Government or its agencies as a result of this Memorandum, nor will FCDO be responsible for any costs incurred by the Government or its agencies in terminating the engagement of the aforementioned persons, organisations or companies.

19. Although accountable to FCDO for the appropriate use of funding and delivery of project objectives, the Government will retain ultimate responsibility for the appropriate delivery of aid funding and will as such be solely responsible for any adverse effects of aid expenditure that have an undesired or unexpected result upon recipients.

Communication and Branding

20. The Government will collaborate with FCDO and proactively look for ways to build support for development and raise awareness of FCDO's funding. Wherever appropriate, the Government will explicitly acknowledge FCDO's support through the use of FCDO's UK aid logo in all communications with the public or organisations regarding this funding.

21. The Government also commits to collaborate with FCDO on other awareness raising activities, where feasible and appropriate, in the UK and overseas, to profile the partnership and the results it is delivering. Consideration of safety and security will always take precedence over the need to brand.

Intellectual Property

22. Intellectual property developed in all material (including, but not limited to, reports, data and designs, whether or not electronically stored) produced by the Government or its personnel, members or representatives in the course of this project ("the Material") will be the property of the Government.

23. In signing this arrangement the Government hereby grants to FCDO a worldwide, non-exclusive irrevocable and royalty-free licence to use all the Material, where "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property therein, including the reproduction and sale of the Material and products incorporating the same, for use by any person or for sale or other dealing anywhere in the world.

Fraud and Corruption

24. FCDO and the Government will immediately and without undue delay inform the other participant of any event which interferes or threatens to materially interfere with the successful implementation of the project, whether financed in full or in part by FCDO, including credible suspicion of or actual fraud, corruption or any other financial irregularity or impropriety.

25. FCDO have an expert fraud investigation unit, that should be contacted in the first instance at reportingconcerns@fcdo.gov.uk or +44 (0)1355 843747. All suspicions will be treated with the upmost confidentiality.

26. FCDO and the Government have a zero tolerance approach towards fraud and fraudulent behaviour that may lead to the misuse of funds and will fully co-operate with investigation into such events, whether led by FCDO or the Government. FCDO, may, at any time during the term of this

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arrangement and up to five years after the end of the programme, arrange for additional audits, on-the-spot checks and / or inspections to be carried out. These may be carried out by FCDO, or any of its duly authorised representatives.

27. FCDO reserve the ability to recover funds that have been subject to a proven fraud and will work with the Government to do so. Where fraudulent or unethical activity is alleged, FCDO reserve the right to suspend or terminate funding with immediate effect, in preference to the standard notice period and irrespective of any contractual requirements.

28. The Government will assure itself that UK funding, including financial assets or economic resources is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and that of any subsequent applicable terrorism legislation.

Safeguarding for the prevention of sexual exploitation and abuse and sexual harassment

29. The Participants have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and sexual harassment ("SEAH") and agree the terms set out in Annex 6. This means the Government, and its implementing partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Memorandum by both its employees and any implementing partner and respond appropriately when reports of SEAH arise. The Government will apply the IASC [Six Core Principles](#) relating to Sexual Exploitation and Abuse and will adhere to the IASC Minimum Operating Standards on PSEA and/or the Core Humanitarian Standard on Quality and Accountability.

30. When the Government becomes aware of suspicions or complaints of SEAH, they will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor. The Government will also promptly contact FCDO at reportingconcerns@fcdo.gov.uk to report any allegation credible enough to warrant an investigation of SEAH related to this Memorandum. The Government will promptly report to FCDO any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Memorandum but would be of significant impact to the partnership with FCDO. It is understood and accepted that the Government's arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned person.

General Termination

31. If FCDO becomes concerned that the provisions of this MoU, partnership principles or specific conditions made under this arrangement have not been fulfilled by the Government or if any activities occur which in FCDO's opinion will significantly impair the development value of the project, FCDO will discuss with the Government and undertake an assessment. FCDO may then take any of the following actions:

- Signal a possible future response
- Change the way FCDO delivers aid
- Delay or reduce all or part of a specific aid disbursement
- Stop aid for this arrangement under the termination provisions set out within this MoU

32. This Arrangement including this MOU can be terminated by three months' written notice by either participant. It is accepted nonetheless that any decision of either participants regarding termination of this Arrangement will first be subject to discussion and the additional provisions cited within this arrangement.

33. Any unspent funds remaining at the end of a project, must be returned to FCDO unless specifically decided between both participants, in writing. The template in Annex 5 should be used when returning funds.

Additional Provisions

34. Programme assets, specifically identified to be procured under the terms of this grant will be operated and controlled by the Government for the duration of the programme. The Government will be accountable to FCDO for the appropriate use of these assets, in line with project objectives. Ultimate ownership of programme assets will be decided in writing by all participants.

35. When requesting payment the Government should complete **Annex 4**, Payment Request Form. Payment will be made to the bank account details provided in **Annex 3** of this arrangement.

36. The Grant will not, unless agreed by FCDO in writing, be used to meet the cost of any import, customs duties or any other taxes or similar charges, applied directly or indirectly, by the Government or by any local public authority on the goods / services provided.

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37. The Partner will work towards applying transparency standards in line with the UK aid Transparency Guarantee and the International Aid Transparency Initiative (IATI), to the funds received from FCDO. In line with this guarantee and FCDO's transparency commitment, the Partner will make substantive efforts to publish information about FCDO funded projects, in line with relevant categories of the IATI standard, on their own website. In line with FCDO's Transparency commitments, the Partner gives consent for this arrangement (and any subsequent amendments) and associated funding to be published on FCDO's website.

38. If this arrangement is acceptable to the Government it will place on record the understanding of the Participants and will come into operation on the date of the Governments signature below.

39. In the event of translation the English text of this document will prevail.

40. Any amendments to the provisions contained within this Memorandum will be set out in writing and approved by the authorised personal through FCDO's standard amendment letter or, where significant, a revised Memorandum of Understanding.



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Signed on behalf of FCDO:


Name: Adam Pile
Deputy Director

Position:

Address/Contact Details: Overseas Territories Directorate, FCDO, King Charles Street, London

Date: 27/05/2021

Signed on behalf of the Government:


Name: PHILIP CHAMBERS
Position: FINANCIAL SECRETARY (Acting)

Address/Contact Details: GOM, P.O. BOX 292, BRADES, MONTSERRAT

Date: 26/05/2021

ANNEX 1. PROCEDURES AND PRACTICES FOR UNITED KINGDOM NON-BUDGET GOVERNMENT SUPPORT & TECHNICAL CO-OPERATION

Introduction

1. This document sets out the procedures and practices applicable to Non-Budget Government Support and Technical Co-operation provided by the United Kingdom, including payment, procurement and audit arrangements. This guide should be read in conjunction with the Memorandum of Understanding (MOU).

Disbursement of the Grant

2. In line with UK financial rules and regulations, disbursements, in advance of operational need should only be made when they have been properly justified. This justification will need to be set out in writing as part of this arrangement. All payments will be made on submission of an appropriate claim from the Government, or where applicable, the acting, Procurement Agent.
3. All claims should be accompanied by any relevant supporting documents and should include the necessary information to allow FCDO to make payments to the bank details provided in Annex 3. The **Request for Payment template in Annex 4** sets out the recommended format for this information which must include the following information:
 - a. Title of Grant
 - b. Project location/official address
 - c. Amount of claim
 - d. Details of expenditure (Type of expenditure including how the amount claimed is calculated, material purchased, labour used, name of supplier/contractor, services used etc.)
 - e. Bank account details (To corroborate with the Bank details provided in Annex 3)
 - f. Details of audit discharge being applied to the project and confirmation that the relevant audit authority has been informed of the claim. (*See audit discharge options below*)
- g. All claims must also include the following certification statements:

"I certify that this claim is correct and that the sum requested is properly due on the basis of the information provided, project objectives and on the work carried out or future work plans. I have the authority to sign this on behalf of the Government of..."

4. All outstanding claims should be submitted within 6 months of the project end date.
5. Any monies paid out and subsequently to be refunded to the Government by a contractor or by a guarantor must be returned to FCDO by the contractor or guarantor

Audit discharge for Partner Government expenditure

6. For expenditure where audit discharge is not received through the submission of invoices and supporting documentation, there are three options through which audit discharge can be ascertained. These are:

Annual Audited Accounts

- o A Partner Government certifies that a particular sum of money has been spent on approved purposes and this statement is independently audited and a certificate given by a local independent audit authority. Each annual audited statement is provided in triplicate to FCDO and is countersigned by the appropriate audit authority; it shows the drawing made from the Grant and the actual expenditure incurred during each financial year and certifies that the expenditure was incurred in accordance with the provisions of the MOU and any provisions on which the project/programme was accepted for financing from the Grant. Completed Annual Audited Accounts relating to expenditure actually and necessarily incurred and paid within a particular financial year must be received by the UK Government no later than 9 months after the end of the recipient's financial year.

Agency Audit

- o A self-contained accounting and audit system is established within the management supervisory structure of a large scale project/programme. Local payments are paid direct to the contractor against claims certified by a consultant; an external auditor acceptable to FCDO is appointed to the consultants to audit the accounts. Reports or certificates should be available to FCDO and the National Audit Office (NAO).;

Continuous Audit

- o Each request for reimbursement made by the Partner Government is certified by an external auditor acceptable to FCDO and the Partner Government. The auditor confirms that the claim is correct and accords with the MOU and is acceptable for payment.

Procurement of Goods and Services

7. There are three routes by which goods and services can be procured under the grant.
 - a) FCDO may decide to control the process and buy goods or services directly from the supplier, on behalf of the Partner Government. In these cases, FCDO will arrange a separate contract with the respective suppliers.
 - b) FCDO may allow the Partner Government to take partial control of the process by managing and appointing a FCDO approved procurement agent to procure the goods and services - *refer to guidance below*.
 - c) FCDO may allow the Partner Government to take full control of the process and procure goods and services through their own internal processes – *refer to guidance below*.

Procurement through a Partner Government appointed and FCDO approved**Procurement Agent**

- i. The partner Government appoints a FCDO approved Procurement Agent, using the draft contract in Appendix 1. Fees for procurement agents are met from the Grant. The Partner Government will notify the Procurement Agent of authorised signatories and submit specifications to the Procurement Agent for goods and services to be procured.
- ii. The Procurement Agent sends the specification, call-down contract (under the Procurement Agent Framework) and any other relevant documents to FCDO. FCDO authorises the Procurement Agent to proceed where there are sufficient available funds.

- iii. On satisfactory delivery of the goods or services, in line with the call-down contract, the Supplier sends invoices to the Procurement Agent who submits these to FCDO for payment. FCDO makes payments to the Procurement Agent for the goods and services to effect payment, and pays their fees.
- iv. Receipt of appropriate invoices and supporting documentation is considered to provide adequate audit discharge for FCDO and therefore further audit provisions are not required for this type of expenditure.

Procurement by the Partner Government

8. If this arrangement allows for the Partner Government to arrange procurement for goods and services, without the use of a procurement agent, before any commitment is made to procure goods and/or services the following guidelines must be observed:
 - i. Prior approval for the procurement must be given by FCDO (who reserves the ability to assess the procurement capacity and capability of the relevant government institution(s) at any time);
 - ii. No commitments should be entered into before the MoU has been signed;
 - iii. All procurement arranged by the partner government must be carried out in full accordance with current approved procurement and financial accounting procedures of the partner government and must be arranged by approved procurement personnel;
 - iv. financial records of all the procurement must be kept and must be made available for audit discharge purposes

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APPENDIX 1

(PARTNER GOVERNMENT HEADED PAPER)

(Draft contract for the appointment of Procurement Agents by the Partner Government)

United Kingdom/{COUNTRY NAME} {NAME OF PROJECT / PROGRAMME IF APPROPRIATE}
Grant 20... {YEAR}

1. I confirm your appointment as Agents of the Government of {COUNTRY NAME} ("the Government") to procure and arrange the shipment of goods and services required under the above mentioned aid Grant {NAME OF PROJECT / PROGRAMME IF APPROPRIATE}.
2. Procurement and the arrangement of shipment of goods will be handled according to the procedures laid down by the Government of the United Kingdom's Foreign, Commonwealth & Development Office (FCDO) and the terms and conditions of FCDO's Procurement Agent's Framework Agreement.
3. Original documents generated or any goods or documents coming into the possession of your company in relation to this Contract will be the property of the Partner Government.
4. The method of calculating your fees and charges for the services rendered are subject to the prior approval of the Procurement Group of FCDO.
5. Your approved fees for arranging procurement and arranging shipping will be paid directly to you by FCDO, acting on behalf of the Government, on presentation of your company invoice for the sum due.
6. This arrangement is made on the understanding that the Government of the United Kingdom representatives may at any time have direct access to original documents and any information it may require to satisfy itself regarding fees and charges made.

Yours faithfully



ANNEX 3. PARTNER GOVERNMENT BANK ACCOUNT DETAILS

Partner Government Name	
Bank Name:	
Bank Postal Address:	
Name of Account:	
Bank Account Number:	
Sort Code:	
Currency of Bank Account:	
IBAN number: [required for bank accounts within Europe]	
SWIFT number:	
ABA or BIC Number: [BIC required for bank accounts within Europe]	
Intermediary bank details:	
Bank Email Address:	

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ANNEX 4. PARTNER GOVERNMENT PAYMENT REQUEST FORM

To:	ALLAN CLARKIN OVERSEAS TERRITORIES DIRECTORATE
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Title and Details of Funding

Partner Government			
Title of Grant / Project name			
Details of Expenditure			
FCDO Component Code / Purchase Order No.			
Date of Claim			
Period of Funding Request	[dd/mm/yyyy]	to	[dd/mm/yyyy]
Payment Request Amount			

Partner Government Bank Details

Bank Name:	
Bank Postal Address:	
Name of Account:	
Bank Account Number:	
Sort Code:	
Currency of Bank Account:	
IBAN number: [required for bank accounts within Europe]	
SWIFT number:	
ABA or BIC Number: [BIC required for bank accounts within Europe]	
Intermediary bank details:	
Bank Email Address:	

Foreign, Commonwealth & Development Office

ANNEX 5: NOTIFICATION OF RETURN OF FUNDS TO FCDO

To:	ALLAN CLARKIN OVERSEAS TERRITORIES DIRECTORATE
Cc:	Treasury and Banking, FCDO, Abercrombie House, East Kilbride, Scotland

Project Details

Partner Name	
Title of Grant / Project name	
Purchase Order / Component Code	
Payment Date	
Payment Amount to FCDO	

Bank Details

FCDO Bank	Nat West
FCDO Sort code:	60-70-80
FCDO Account number:	10019057
FCDO Account Code	
FCDO Component Code	

Payment Method

For UK Payments under £10,000 we recommend the use of BACS. For UK Payments in excess of £10,000 we recommend the use of CHAPS. Cheques should be made payable to 'Foreign, Commonwealth & Development Office' and sent to the FCDO Programme Manager. All payments direct from overseas bank accounts should also quote the following:

Pay	Nat West
BIC/Swift	NWBKGB2L
IBAN	GB02NWBK60708010019057
Posting Address	Nat West, 2nd Floor, 280 Bishopsgate, London, EC2M 4RB

Partner Contact Details	
Name:	
Position:	
Address:	
E-mail:	

ANNEX 6: JOINT DONOR LANGUAGE ON SEAH

1. The Participants have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment ("SEAH").¹ This means the Partner, and its implementing partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of this Memorandum by both its employees and any implementing partner and respond appropriately when reports of SEAH arise. The Partner must apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing this programme and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards and/or SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A survivor-centred approach² to SEAH issues;
- c) Strong leadership and signalling on tackling SEAH;
- d) Make all reasonable and adequate efforts to address gender inequality and other power imbalances;
- e) Robust reporting to enhance accountability and transparency;
- f) Ensure that SEAH standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.]

2. The Partner will adhere to the following reporting requirements:

- a. The Partner will promptly contact through written notice to reportingconcerns@fcdo.gov.uk to report any allegation credible enough to warrant an investigation of SEAH related to this Memorandum.
- b. The Partner should also promptly report to reportingconcerns@fcdo.gov.uk any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Memorandum but would be of significant impact to the partnership.
- c. [For UN entities] The Partner will report all allegation credible enough to warrant an investigation of sexual exploitation and abuse and, where relevant, the action taken, with regard to its governance and operations, regardless of the relation to this memorandum, to the Secretary-General's public reporting mechanism on SEA.

3. The report, as referred to in paragraph 2.a and 2.b, will indicate: [agreement/arrangement number], nature of the alleged misconduct, date of alleged misconduct, date of first report to Partner, location [as/if specified by [donor]], involvement of implementing partner, state of affairs concerning the investigation and the action that will be taken by the Partner, and whether the case is referred to law enforcement. The organisation will provide updates on the status of the case. The notice will be given in writing and delivered to the point of contact mentioned in paragraph 2.a and 2.b.

¹ See UNGA Resolution A/RES/73/148 for the definition of sexual harassment and UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse. Both definitions are included in the DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response.

² A survivor-centred approach is one for which the survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the centre of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the [UN Protocol on Allegations of SEA Involving Implementing Partners](#), the survivor should be informed, participate in the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the survivor and/or handling information regarding the allegation must maintain confidentiality, ensure safety of the survivor, and apply survivor-centred principles which are safety, confidentiality, respect, and non-discrimination. When the survivor is a child, the approach must consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

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| <p>4. It is understood and accepted that the Partner's arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.</p> |
| <p>5. When the Partner becomes aware of suspicions or complaints of SEAH, the Partner will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor.</p> |
| <p>6. The donor or any of its duly authorised representatives may at all times carry out reviews, evaluations or other control measures to verify the Partner's zero tolerance for SEAH. The Partner shall fully cooperate with the donor or any of its duly authorized representatives or agents to carry out such control measures.</p> |



ANNEX 7: ARRANGEMENTS FOR FINANCIAL AID

Timeline of Key Activities

Activity	Dates	Lead	Requirements	Output
Tranche 1 Payment	May	MoFEM	GoM reports and supporting documentation	Payment of Tranche 1 during May
Annual Review 20/21	By mid Aug	FCDO	GoM reporting and engagement during the review process	Completion by deadline
Tranche 2 Payment	TBC	MoFEM	GoM reports and supporting documentation	Payment of Tranche 2 during August
Tranche 3 Payment	TBC	MoFEM	GoM reports and supporting documentation	Payment of Tranche 3 during December
FAM 2022/23	TBC	MoFEM	Submission of projected GoM revenue and spend for 2022/23 FY and submission of key financial and thematic documentation	GoM provide a draft budget and agreement on key issues
Tranche 4 Payment	TBC	MoFEM	GoM reports and supporting documentation	Payment of Tranche 4 during February

Regular Meetings

Meeting	Purpose	Attendees	Requirements	Dates
Monthly Financial Aid Meeting	To discuss budget performance	MOFEM and FCDO FA Team	Submission of monthly financial report	To commence on monthly basis from early June.
Monthly Ministry Meeting	To discuss performance against Logframe and KPIs	Agreed GoM Ministry	Submission of latest quarterly Ministry report	Rota of Ministries to be confirmed with meetings from early June.
Monthly Access Meeting	To access provision and spend/projections of Access subsidy	PS OoP, Access Coordinator	Latest access reporting: financials and passenger numbers	TBC with recurrent appointment.
Monthly TC Meeting	To discuss performance and utilisation of TC budget	CHRO, FS, DG and FCDO team	Updated TC list, spend details	TBC with recurrent appointment