

UNOPS Hosting Terms

Decision 14. *The Governing Board approves, in principle, the proposed terms for the hosting of the Defeat-NCD Partnership Secretariat by the United Nations Office for Project Services (UNOPS) and requests the Chief Executive Officer, to agree the final terms with UNOPS, incorporating, at his discretion, any non-substantive changes that may be appropriate.*

Subject to any modifications proposed, and a quorum of 7 responses having been received electronically, this draft decision or an amended decision will be deemed to have been taken **on 12 May 2018**, if so approved by the majority of them.

Background:

UNOPS has agreed to host the Defeat-NCD Partnership secretariat subsequent to the request from the Board (Decision 12) to do so. Accordingly, and under the hosting modality of UNOPS, a set of hosting terms must be agreed. These are being negotiated and the pre-final version is attached for the Board's approval noting that there may be some non-substantive changes to the final language is agreed in negotiations between UNOPS and the CEO.

Pre-final hosting terms attached.

United Nations Office for Project Services Hosting Terms for The Defeat-NCD Partnership Secretariat

A. Background and Context

1. The Defeat-NCD Partnership was established in January 2018 to help tackle the most significant global health problem of the age: premature death, sickness, disability, and the associated social and economic impacts of selected non-communicable diseases (NCDs). The Defeat-NCD Partnership's initial focus is on diabetes and hypertension with expansion to other NCDs in due course probably starting with the early detection and treatment of some cancers.

2. The Defeat-NCD Partnership's vision is that of a world in which there is universal health coverage for NCDs. This is a direct contribution to the transformational *2030 Agenda for Sustainable Development* to which all nations subscribe.

3. The Defeat-NCD Partnership's specific mission is to enable and assist lower-income and lesser-developed countries to scale-up sustained action against NCDs so that they can progress *Sustainable Development Goal (SDG) 3 on ensuring healthy lives and promoting well-being for all at all ages* and, more specifically, to achieve target 3.4 to reduce, by one-third, premature mortality from NCDs by 2030. Accordingly, the priority focus of The Defeat-NCD Partnership is on 49 least-developed and low-income countries with technical capacity building support also available to a further 43 lower-middle income countries.

4. The Defeat-NCD Partnership is a people-public-private Partnership that is anchored in the United Nations system but extends beyond. It is an open joint endeavour that includes governments, multilateral agencies, civil society, academia, philanthropic foundations, and the business sector. It follows the expert guidance, and the technical norms and standards issued by the World Health Organization (WHO) for the best way to manage NCDs. Impact is tracked through the WHO's periodic NCD Progress Monitor reports.

5. The Defeat-NCD Partnership works by mobilizing global and national knowledge, tools, capacities, and finances to benefit resource-poor countries according to their specific needs and defined NCD action plans. This includes the additionally-vulnerable populations of humanitarian concern that are hosted by them, such as people living in conflict and disaster contexts including refugees and the internally displaced.

6. In practical terms, the Defeat-NCD Partnership is focused at the country level to enable their most needy populations to access a range of inter-connected essential services and resources. This is facilitated through global tools and mechanisms that the Defeat-NCD Partnership develops under its four service tracks: a Capacity Development and Community Mobilisation Facility, an Essential Supplies Procurement and Distribution Facility, a Financing Facility, and a Humanitarian Crises Support Facility.

7. Day-to-day operations of the Defeat-NCD Partnership are executed and managed by the Defeat-NCD Partnership Secretariat, led by the Defeat-NCD Partnership Chief Executive

Officer¹, under the guidance of the Defeat-NCD Partnership Governing Board (the “Governing Board”)². The mission and programme strategy of the Defeat-NCD Partnership is stated in its Programme Note³ (“the Programme Note”) that may be updated, amended, or replaced from time to time on the basis of experience and as decided by the Defeat-NCD Partnership Governing Board. The Defeat-NCD Partnership Secretariat operationalises the directions provided in the Programme Note directly, and through collaboration with a range of partners, in accordance with its annual and/ or multi-year work plans.

8. The United Nations Office for Project Services (“UNOPS”) will host the Defeat-NCD Partnership Secretariat, providing requested administrative, financial, and operational services to ensure efficient and effective use of resources, in accordance with the Defeat-NCD Partnership Governing Board decision of 23 March 2018⁴, and subsequent UNOPS Engagement Acceptance Committee decision of 5 April 2018⁵. UNOPS will serve as trustee of the financial resources of the Defeat-NCD Partnership Secretariat. The functions of UNOPS as a provider of hosting services will include, but are not be limited to:

- a) disbursing funds for the Defeat-NCD Partnership Secretariat’s personnel costs and its operational activities;
- b) administering human resource contracts for the Defeat-NCD Partnership Secretariat’s personnel;
- c) procuring requested goods and services;
- d) disbursing requested financial resource allocations to projects;
- e) providing requested project implementation services;
- f) providing requested administrative, financial, and operational support services;
- g) reporting on all financial and operational aspects of the Defeat-NCD Partnership Secretariat, and its associated activities supported by UNOPS;
- h) ensuring fiduciary oversight of the implementation of projects in accordance with decisions of the Defeat-NCD Partnership Chief Executive Officer as guided or instructed by the Defeat-NCD Partnership Governing Board, and provisions stipulated in the respective donor contribution agreements; and
- i) fulfilling other functions, as mutually agreed with the Defeat-NCD Partnership Chief Executive Officer, and/ or the Defeat-NCD Partnership Governing Board, and/ or the Defeat-NCD Partnership donors.

9. These terms (the “Hosting Terms”) are to serve as the basis of UNOPS’ responsibilities and duties while providing the Secretariat for the Defeat-NCD Partnership. Accordingly, references to the Defeat-NCD Partnership Secretariat throughout these Hosting Terms are

¹ Refer to the job description of the Defeat-NCD Partnership Chief Executive Officer – Vacancy Code: D-NCD/2018/005.

² Refer to terms of reference and rules of procedure for the Governing Board – Governing Board document 3/2018. Refer to the Defeat-NCD Partnership’s website (<https://defeat-ncd.org>) for fuller details of governance arrangements and names of current Governing Board members.

³ Refer to the Programme Note – updated 6 May 2018. Refer to the Defeat-NCD Partnership’s website (<https://defeat-ncd.org>) for latest version of the Programme Note.

⁴ Refer to Decision 12 of the Defeat-NCD Partnership Governing Board – Governing Board document: 11/2018.

⁵ Refer to the approval by the UNOPS Engagement Acceptance Committee - submission for engagement 21347-00 Defeat NCD.

references to the body of UNOPS personnel assigned to serve within the Defeat-NCD Partnership Secretariat, led by the Defeat-NCD Partnership Chief Executive Officer.

B. General provisions

10. The general principles that will guide the hosting arrangements of the Defeat-NCD Partnership Secretariat at UNOPS, and the provision of the services, are as follows:

- a) The Defeat-NCD Partnership is guided and overseen by the Defeat-NCD Partnership Governing Board⁶. The day-to-day management and leadership of the Defeat-NCD Partnership Secretariat is the responsibility of the Defeat-NCD Partnership Chief Executive Officer;
- b) The Defeat-NCD Partnership Governing Board shall be responsible for the Defeat-NCD Partnership's policies and strategic directions, as well as determining through its approval processes, the resourcing framework required for the implementation of annual and/ or multi-year work plans by the Defeat-NCD Partnership Secretariat;
- c) The Defeat-NCD Partnership Governing Board, through its Chair or his/her designate(s), will have the principal role in the performance assessment of the Defeat-NCD Partnership Chief Executive Officer, including with respect to hiring, renewing, not renewing, and termination decisions. The Defeat-NCD Partnership Governing Board, through its Chair or his/ her designate(s), will receive guidance from UNOPS Human Resources with respect to the conduct of performance assessments and any other matters concerning the employment terms and conditions of the Defeat-NCD Partnership Chief Executive Officer;
- d) The Defeat-NCD Partnership will have a clear identity and mandate that is recognisable by all stakeholders; and
- e) The Defeat-NCD Partnership Governing Board and the Defeat-NCD Partnership Chief Executive Officer will have the ability, directly and through the Defeat-NCD Partnership Secretariat, to communicate with its partners, without prior approval from UNOPS;
- f) UNOPS will provide efficient, flexible, and accountable administrative processes to enable the Defeat-NCD Partnership Secretariat to implement its strategies and its related annual and/ or multi-year work plans and operational activities; and
- g) The Defeat-NCD Partnership will have the flexibility to attract a diverse set of donor resources to support the activities of the Defeat-NCD Partnership and its Secretariat.

11. UNOPS and the Defeat-NCD Partnership Secretariat will establish tailor-made standard operating procedures (the "SOPs") covering all the operational workflows of the Defeat-NCD Partnership Secretariat's activities, necessary to implement the Defeat-NCD Partnership's strategies and its related annual and/ or multi-year work plans. These SOPs shall be consistent with (a) the principles outlined above and the other provisions of these Hosting Terms; and (b) UNOPS Executive Director Principles, UNOPS Executive Office Directives and Instructions, and UNOPS Operational Directives and Instructions⁷, including the internal and external auditing procedures contained therein and further regulated by the

⁶ Refer to terms of reference and rules of procedure for the Governing Board – Governing Board document 3/2018.

⁷ <https://confluence.unops.org/display/LFPROMULGATED/UNOPS+Policies+and+Legislative+Framework>

Executive Board of UNDP/UNFPA/UNOPS (the “UNOPS rules and regulations”). The SOPs are an internal UNOPS and Defeat-NCD Partnership Secretariat document developed specifically for UNOPS support to the Defeat-NCD Partnership Secretariat, reflecting the day-to-day operations of the Defeat-NCD Partnership Secretariat and may therefore be amended by mutual agreement of UNOPS and the Defeat-NCD Partnership Secretariat as and when required in light of the needs of the activities of the Defeat-NCD Partnership Secretariat as identified by the Defeat-NCD Partnership Chief Executive Officer. Where a proposed amendment to the SOPs concerns matters that are within the responsibility of the Defeat-NCD Partnership Governing Board or any of its sub-committees, then any such amendment will be subject to the prior approval of the Governing Board or its relevant sub-committee (as the case may be).

12. A matrix of responsibilities will be developed to clearly identify all key internal workflows for the provision of UNOPS hosting services to the Defeat-NCD Partnership Secretariat, and for describing the respective roles and responsibilities of the UNOPS corporate services, the UNOPS Europe and Central Asia Region/ Geneva based portfolio management support, and the Defeat-NCD Partnership Secretariat.

13. All activities of the Defeat-NCD Partnership Secretariat will be undertaken in accordance with (a) the UNOPS rules and regulations; (b) these Hosting Terms; (c) the terms of reference and rules of procedure for the Defeat-NCD Partnership Governing Board in so far as they do not contravene UNOPS rules and regulations; and (d) the SOPs, with any conflict relating to interpretation resolved in such order of priority.

C. Governance

14. The Defeat-NCD Partnership Governing Board decides on the Defeat-NCD Partnership Secretariat’s policies and strategic directions, approves the resourcing framework for its annual and/ or multi-year work plans, monitors performance and progress, and provides accountability to donors and other stakeholders. The Defeat-NCD Partnership Governing Board convenes at least once each year.

15. The Defeat-NCD Partnership Governing Board composition reflects constituencies relevant to non-communicable diseases (NCDs) and that are also providing financial, technical and other practical support to the Defeat-NCD Partnership. These include donor governments/public sector, governments of programme countries, groups representing people with NCDs, international agencies, philanthropies, research and academia, private business sector, and those with other specialist expertise deemed to be relevant and useful. The World Health Organization, as the lead global health agency for the United Nations system has ex-officio observer membership of the Defeat-NCD Partnership Governing Board. The Defeat-NCD Partnership Chief Executive Officer participates fully in the Defeat-NCD Partnership Governing Board meetings as an ex-officio member but does not have voting rights.

16. For as long as UNOPS provides the services contemplated under these Hosting Terms, UNOPS, through its Regional Director for Europe and Central Asia, will participate on the Defeat-NCD Partnership Governing Board as a non-voting ex-officio member. In its role as a

non-voting member of the Defeat-NCD Partnership Governing Board, UNOPS will advise the Defeat-NCD Partnership Governing Board on the administrative and financial implications of decisions of the Defeat-NCD Partnership Governing Board in the context of UNOPS rules and regulations. UNOPS will also keep the Defeat-NCD Partnership Governing Board and its sub-committees updated on any proposed changes to UNOPS rules and regulations that could have a material impact on the operations of the Defeat-NCD Partnership Secretariat and its ability to execute its policies, strategies, and related annual and/ or multi-year work plans, or that would derogate from the general principles outlined above.

D. The Defeat-NCD Partnerships Chief Executive Officer

17. The Defeat-NCD Partnership Chief Executive Officer will be responsible for the execution of the policies, strategies, and related annual and/ or multi-year work plans, in accordance with the Defeat-NCD Partnership Governing Board's approvals and authorities delegated to the Defeat-NCD Partnership Chief Executive Officer by the Defeat-NCD Partnership Governing Board. The Defeat-NCD Partnership Chief Executive Officer will provide overall management and leadership to the Defeat-NCD Partnership Secretariat, be responsible for the administration, guidance, direction, and monitoring of the Defeat-NCD Partnership Secretariat's work and will provide assistance to the Defeat-NCD Partnership Governing Board on setting policies and strategies for the Defeat-NCD Partnership Secretariat.

18. The Defeat-NCD Partnership Chief Executive Officer will have a delegation of authority, as specified in the UNOPS Framework for Delegation of Authority, from the UNOPS Executive Director sufficient to allow him/ her to execute the strategies and related annual and/ or multi-year work plans, in accordance with the Defeat-NCD Partnership Governing Board approved resourcing framework.

19. The Defeat-NCD Partnership Chief Executive Officer will report to the Governing Board on all substantive matters relating to the execution of the strategies and related annual and/ or multi-year work plan, and the use of the Defeat-NCD Partnership Secretariat's resources. The Chief Executive Officer will also report to the UNOPS Regional Director for Europe and Central Asia on all administrative matters; provided that, for day-to-day administrative decisions related to his/ her own employment contract (such as annual leave, and official travel), the UNOPS Regional Director for Europe and Central Asia will have approval authority.

20. The Defeat-NCD Partnership Governing Board, through its Chair or his/ her designate(s), will establish the key performance indicators of the Defeat-NCD Partnership Chief Executive Officer in alignment with the UNOPS staff/ personnel performance evaluation system and framework. The performance of the Defeat-NCD Partnership Chief Executive Officer will be regularly assessed by the Defeat-NCD Partnership Governing Board, through its Chair or his/ her designate(s), in accordance with the applicable UNOPS human resources rules and regulations. UNOPS will formally administer the Defeat-NCD Partnership Governing Board decisions following any performance review.

21. The Defeat-NCD Partnership Governing Board, through its Chair or his/ her designate(s), will receive guidance from UNOPS Human Resources with respect to the

conduct of performance assessments and any other matters concerning the employment terms and conditions of the Defeat-NCD Partnership Chief Executive Officer;

22. Any decision to hire, renew, not to renew, or to terminate the appointment of the Defeat-NCD Partnership Chief Executive Officer will be made by the Defeat-NCD Partnership Governing Board, through its Chair or his/ her designate(s), noting that action in this regard is subject to UNOPS human resources policies and procedures.

E. Defeat-NCD Partnership Secretariat: Human Resources

23. The Defeat-NCD Partnership Chief Executive Officer is the hiring manager responsible for the selection of the Defeat-NCD Partnership Secretariat personnel, within the Defeat-NCD Partnership Governing Board approved resourcing framework, and in accordance with UNOPS rules and regulations. Personnel that are engaged and/ or managed under the Defeat-NCD Partnership Secretariat by UNOPS will be subject to the provisions of the contract modality that governs their position. These will include:

- a) UNOPS staff contracts, i.e. the contract modality that will result in the Defeat-NCD Partnership Secretariat personnel holding UNOPS staff member status; or
- b) Individual contractor agreements, i.e. the contract modality used by UNOPS to engage individuals to provide services within specific project-based deliverables.

24. The Defeat-NCD Partnership Chief Executive Officer will have the authority to create and abolish functions and posts within the Defeat-NCD Partnership Secretariat within the overall resourcing framework approved by the Defeat-NCD Partnership Governing Board, and to determine the appropriate contract modality for such posts in accordance with, and subject to, the applicable UNOPS rules and regulations noting that ultimate authority to create staff positions remains with the UNOPS Executive Director (or Deputy Executive Director), depending on the level of the position.

25. The Defeat-NCD Partnership Chief Executive Officer is also responsible for the assessment of performance of the Defeat-NCD Partnership Secretariat's personnel and the management of personnel in accordance with applicable UNOPS rules and regulations.

26. UNOPS will provide human resources services, where requested by the Defeat-NCD Partnership Chief Executive Officer, with the recruitment, contracting and administration of qualified personnel, in alignment with the Defeat-NCD Partnership Governing Board approved policies, strategic directions, and resourcing framework, in accordance with UNOPS rules, regulations, policies, and procedures. More explicitly, UNOPS will be able to provide one or more of the following services, as requested by the Defeat-NCD Partnership Chief Executive Officer:

- a) Advise on human resource planning and organisational structure;
- b) Engage, select, administer, train, advise, and support personnel;
- c) Assist/ advise in the preparation of Job Descriptions, Terms of Reference and Vacancy Announcements for staff and non-staff positions;
- d) Post vacancy announcements in electronic and print media;

- e) Advise and assist in the selection process of suitable candidates;
- f) Administer the recruitment process and conduct reference checks;
- g) Advise, manage and administer personnel contracts including payments of salaries/fees, and applicable benefits and entitlements;
- h) Organise learning and development activities;
- i) Advise and guide on performance management;
- j) Administer separation cases;
- k) Advise and guide on Absence Management and Leave Monitoring;
- l) Manage disciplinary cases; and
- m) Provide advice and guidance on human resource contract modalities, applicable UN rules and regulations, UNOPS rules, regulations, policies, and procedures, recruitment and selection, performance management; learning and development; and related systems and tools.

F. Trustee functions of UNOPS

27. UNOPS will have full fiduciary responsibility and accountability for the receipt, custody, and disbursement of all contributions provided by donors under any contribution agreements entered into between UNOPS – on behalf of the Defeat-NCD Partnership Secretariat – and any donor for the funding of the Defeat-NCD Partnership Secretariat and, where requested, the Defeat-NCD Partnership Secretariat’s programmes.

28. Donor contributions in support of the Defeat-NCD Partnership Secretariat will be pooled, allocated to the core programme fund, and recorded in a separate ledger account established by UNOPS. These contributions may be used for any activity in support of the Defeat-NCD Partnership’s approved strategies and related annual and/or multi-year work plans and activities.

29. The Defeat-NCD Partnership Chief Executive Officer may request UNOPS to establish and maintain restricted purpose funds. In such cases:

- a) Restricted-purpose funds will be recorded in a separate ledger account established by UNOPS for the Defeat-NCD Partnership Secretariat for each such fund; and
- b) The purpose of each such fund, and the terms of use of monies held in such restricted-purpose funds (including any material amendment thereto), shall be as set out in the strategies and related annual and/ or multi-year work plans relevant to the particular programme, and shall be subject to approval by the Defeat-NCD Partnership Chief Executive Officer.

30. In addition, and, if required, UNOPS will establish and maintain a fund for receipt and management of amounts received from clients of the Essential Supplies Procurement and Distribution Facility for procurement services (the “Essential Supplies Procurement and Distribution Facility Fund”), and the Financing Facility (the “Financing Facility Fund”).

31. Accounts for each of the core programme fund and restricted-purpose funds will be established and administered by UNOPS in accordance with the applicable UNOPS rules and

regulations pertaining to the receipt and administration of funds. In addition, the following provisions will apply:

- a) UNOPS will not absorb gains or losses on currency exchanges, which will increase or decrease the funds available for the Defeat-NCD Partnership Secretariat's activities; and
- b) UNOPS will invest funds received in accordance with UNOPS's investment policy and will credit and account for all interest and other earnings on deposits of core programme fund and restricted-purpose funds to the relevant fund. UNOPS investment policy will be shared with the Defeat-NCD Partnership Chief Executive Officer who will endorse the level of investment risk to be undertaken.

G. Work plans and budgets

32. The Chief Executive Officer of The Defeat-NCD Partnership will prepare timely annual and/ or multi-year work plans and budgets to allocate the Defeat-NCD Partnership Secretariat's resources in line with the policies and strategic directions set by the Defeat-NCD Partnership Governing Board.

33. Approval by the Defeat-NCD Partnership Governing Board of the overall resourcing framework will provide the authority for the Chief Executive Officer of The Defeat-NCD Partnership to use funds held in each of the core programme fund, and other restricted-purpose funds, to proceed with the Defeat-NCD Partnership Secretariat's activities, subject to availability of funds and, in the case of each restricted-purpose fund, subject to the terms of use of the relevant fund.

34. Such funds may be used for activities that include, but are not limited to:

- a) the payment of costs for the Defeat-NCD Partnership Secretariat's country-specific, regional, or global activities;
- b) the payment of travel, accommodation, per diem, and other related costs for personnel of the Defeat-NCD Partnership Secretariat, members of the Defeat-NCD Partnership Governing Board, and other individuals participating in meetings and undertaking official business, advocacy, communication, representation and outreach efforts to advance the strategic objectives of the Defeat-NCD Partnership;
- c) the payment of costs associated with the organisation of meetings of the Defeat-NCD Partnership Governing Board and its sub-committees;
- d) the payment of the salaries, fees, benefits, and entitlements of personnel assigned to the Defeat-NCD Partnership Secretariat; and
- e) the payment of general operating costs, including telecommunications, printing, translation, website design and maintenance, office rent, shared office costs, office furniture and IT equipment, office stationary and supplies.

H. Defeat-NCD Partnership Secretariat activities

35. The Defeat-NCD Partnership Secretariat will implement its activities in accordance with the policies and the strategic directions set by the Defeat-NCD Partnership Governing Board and related annual and/ or multi-year work plans.

I. Grant management and administration activities

36. The Defeat-NCD Partnership Secretariat will have the following responsibilities while implementing its Grants management and administration activities:

- a) Screen and evaluate grant and project proposals, in accordance with its established processes;
- b) Enter into and administer grant agreements with governments, or other entities (“Grantees”); inter-agency agreements and project cooperation agreements with United Nations agencies, the World Bank and national authorities; and any other relevant implementation agreements with any recipient of funds of the Defeat-NCD Partnership Secretariat, in alignment with the Defeat-NCD Partnership Governing Board’s policies and strategic directions, and to achieve Defeat-NCD Partnership Secretariat’s objectives, while ensuring that adequate provisions are in place to ensure that UNOPS retains its fiduciary responsibility for such projects and disbursements;
- c) Subject to the availability of funds, disbursing funds to Grantees and other funding recipients for approved projects for the implementation of Defeat-NCD Partnership Secretariat’s activities in a timely manner and in line with the terms of the respective agreements;
- d) Monitor compliance with the agreements by the recipients of funds, and taking all necessary actions provided for in the agreements in the event of non-compliance and promptly informing the Defeat-NCD Partnership Governing Board or the relevant donor(s) (as required) of any event, which may have a material adverse impact to a particular project, or the overall Defeat-NCD Partnership. To this end, UNOPS will ensure that appropriate provisions are in place in order to be able to promptly suspend or cancel disbursements to any recipients of funds in the event of non-compliance or under the terms and conditions included in the relevant agreements as well as other measures to ensure the proper use of funds;
- e) Receive and review project reports, including financial reports and narrative reports from implementing entities and funds recipients; and
- f) Close project accounts upon completion and ensure reconciliation of bank transactions.

37. Any grant management and administration activities carried out by UNOPS will be in accordance with the applicable UNOPS rules and regulations on Grants.

J. Reporting

38. The Defeat-NCD Partnership Secretariat will submit to the Defeat-NCD Partnership Governing Board, and to each donor that has contributed to the Defeat-NCD Partnership Secretariat, the following consolidated narrative progress and financial reports in accordance

with The Defeat-NCD Partnership Governing Board's established processes, and the relevant donor contribution agreements:

- Annual results-based narrative progress reports on the Defeat-NCD Partnership Secretariat's activities by 31 March following the end of each calendar year;
- Annual interim financial statements as of 31 December of the Core Programme Fund and each of the restricted-purpose funds, by 31 March of the following calendar year;
- Annual certified financial statements as of 31 December of the Core Programme Fund and each of the restricted-purpose funds, by 30 June of the following calendar year; and
- Certified final financial statements of the Core Programme Fund and each of the restricted-purpose funds will be provided no later than 30 June of the calendar year following the year during which activities funded by the contribution are operationally completed.

39. All reports will be prepared and submitted in accordance with UNOPS standard requirements and formats. Narrative reports will include a general description of the progress of the Defeat-NCD Partnership Secretariat's activities and specific notes on the results, impact and sustainability of the results. In addition, the Defeat-NCD Partnership Secretariat will prepare and present status reports on progress and results through attendance at Defeat-NCD Partnership Governing Board meetings.

40. UNOPS will provide timely access to all necessary financial data to enable the Defeat-NCD Partnership to comply with its reporting requirements and deadlines. UNOPS will ensure that reporting to donors is in compliance with the terms of the signed Contribution Agreements.

K. Procurement

41. Any procurement activities carried out by UNOPS will be conducted in accordance with the applicable UNOPS rules and regulations. Equipment and materials purchased by UNOPS with funds provided by the Defeat-NCD Partnership Secretariat will legally remain the property of UNOPS unless otherwise agreed, or until such time as UNOPS, as per instructions from the Chief Executive Officer of The Defeat-NCD Partnership, transfers such property to a recipient/ grantee as per grant agreements, inter-agency agreements, project cooperation agreements, or other arrangements.

- a) All equipment and materials purchased by UNOPS with funds provided by the Defeat-NCD Partnership Secretariat will be accounted for to the Defeat-NCD Partnership; and
- b) All equipment and materials purchased by UNOPS with funds provided by the Defeat-NCD Partnership Secretariat, and not fully consumed by the regular operations of the Defeat-NCD Partnership Secretariat or the delivery of the work plans and programmes, will be realised at market value by UNOPS at the termination of the activity that required the equipment or materials, and any funds realised credited to the relevant Defeat-NCD Partnership Secretariat funding account.

42. UNOPS will provide standard procurement and contracting services for the Defeat-NCD Partnership Secretariat, where requested by the Defeat-NCD Partnership Chief Executive Officer, in line with 'best value for money' practices, applicable sustainability elements, and in accordance with the UNOPS Procurement Manual. More explicitly, UNOPS will be able to provide one or more of the following services, as requested by the Defeat-NCD Partnership Chief Executive Officer:

- a) Assist/ advise in the preparation of technical specifications or Terms of Reference;
- b) Undertake the solicitation and sourcing process including the advertisement of the tender in electronic and printed media;
- c) Evaluate tender documents together with the Defeat-NCD Partnership Secretariat;
- d) Pursue contract approval from the relevant UNOPS Contracts Committees;
- e) Issue contracts or agreements as appropriate and develop tailor-made contracts and agreements;
- f) Administer contracts/ agreements including the monitoring of performance and remittance of due payments;
- g) Arrange cargo insurance.

L. Financial Management

43. UNOPS will have full delegated authority for the financial management of the Defeat-NCD Partnership Secretariat's accounts in accordance with its own Financial Rules and Regulations and within the Defeat-NCD Partnership Governing Board-approved policies and strategic directions and related annual and/ or multi-year work plans. More explicitly, UNOPS will:

- a) Receive donor contributions following the signature of respective Contribution/ Project Agreements both for the Core Programme Fund and restricted-purpose (earmarked) funds;
- b) Receive and register the funds in a central database;
- c) Maintain a financial management system to reflect transactions related to the Defeat-NCD Partnership Secretariat;
- d) Maintain separate ledger accounts to reflect all advances from proceeds of contributions and of all expenditures paid from these contributions;
- e) Prepare annual interim, annual certified, and certified final financial reports and statements (see clause 40);
- f) Support the Defeat-NCD Partnership Chief Executive Officer in preparation of annual and/ or multi-year budgets for presentation to the Defeat-NCD Partnership Governing Board;
- g) Disburse financial resources allocated to approved projects/ programmes/ activities through appropriate legal agreements and actions;
- h) Monitor expenditures to ensure that funding is spent for the intended purpose; and
- i) Carry out auditing and monitoring and evaluation activities as requested and/ or required.

M. Audit Provisions

44. UNOPS will be responsible for standard audit exercises for the Defeat-NCD Partnership Secretariat in line with its applicable policies, requirements and practices. More explicitly, UNOPS will:

- a) Undertake internal audits as per corporate policy to ensure compliance and best practices in line with UNOPS standards;
- b) Identify and contract appropriate audit services, as stipulated in the Contribution Agreements with donors, or as requested on a case by case basis by the Defeat-NCD Partnership Chief Executive Officer;
- c) Receive and comment on audit reports;
- d) Follow up on the implementation of audit observations/ recommendations, formalisation of management responses and timely closure of audit items.

N. Direct Costs and Management Costs, and Fees and Funding

45. In accordance with its Pricing Policy, and as per cost principles agreed with Donors, UNOPS applies the following standard, transparent cost structure:

- e) Direct Costs are applied, which are detailed in the budget and include all direct costs relevant for specific implementation support (Locally Managed Direct Costs, "LMDC") and other standard, corporate allocable charges (Centrally Managed Direct Costs, "CMDC"); and
- f) Indirect Costs are applied, as management fees (expressed as percentage against actual expenditures). This represents the standard corporate UNOPS overhead.

46. UNOPS will charge relevant direct and indirect costs, including an annual Management Fee of 7% on all funds expended from the Core Programme Fund and restricted-purpose funds, provided that (a) UNOPS will charge a reduced Management Fee of 3% on all funds expended for procurement of drugs, diagnostics, commodities, and medical devices and other equipment; (b) UNOPS will not charge a Management Fee on funds received for procurement services (direct procurement) to the Essential Supplies Procurement and Distribution Facility Fund; (c) UNOPS will charge a reduced fee of 0.7% on 'pass through' funds; and (d) UNOPS will not charge an additional Management Fee on funds disbursed by the Defeat-NCD Partnership Secretariat to UNOPS field offices for implementing country projects.

47. On an annual basis, at least three months prior to the end of the year, UNOPS will present to the Defeat-NCD Partnership Chief Executive Officer as part of the annual budgeting process, the proposed budget for UNOPS direct costs of hosting and administering the Defeat-NCD Partnership Secretariat for the following year. Such costs shall be subject to agreement between UNOPS and the Defeat-NCD Partnership Chief Executive Officer.

48. Any modification to the agreed amount, or to the manner in which UNOPS is financially compensated, will be jointly agreed by the Defeat-NCD Partnership Chief Executive Officer and UNOPS.

O. Periodic Review; Procedures for updating the Hosting Terms

49. Every five years, the Defeat-NCD Partnership Governing Board and UNOPS will review the arrangements established by these Hosting Terms. Should either the Defeat-NCD Partnership Governing Board or UNOPS determine that the arrangements should be brought to an end, the Defeat-NCD Partnership Governing Board and UNOPS will provide sufficient notice and cooperate to ensure a smooth transition of the Defeat-NCD Partnership Secretariat.

50. These Hosting Terms will, at all times, be subject to the approval of the Defeat-NCD Partnership Governing Board. Should any revision of the Hosting Terms be considered necessary, a review will be undertaken by UNOPS, acting through its Regional Director ECR in consultation with the Defeat-NCD Partnership Governing Board, acting through its Chief Executive Officer. The results of any such review, including but not limited to any proposed amendments to these Hosting Terms, will be mutually agreed upon between UNOPS and the Defeat-NCD Partnership Governing Board.

P. Privileges and immunities

51. Nothing in or relating to these Hosting Terms will be deemed as a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNOPS.