MEMORANDUM FOR PROVISION OF
MANAGEMENT AND OTHER SUPPORT SERVICES

 BETWEEN THE

GOVERNMENT OF **[INSERT NAME OF COUNTRY]** AND

THE UNITED NATIONS DEVELOPMENT PROGRAMME

The Standard Basic Assistance Agreement **[or Special Fund Agreement or Technical Assistance Agreement]** signed on **[DATE]** between the United Nations Development Programme (hereinafter UNDP) and the Government of **[COUNTRY]** (hereinafter the Government) [signed][dated] **XXXXXXXXX**, (the [“SBAA”][“Basic Agreement”] contains the basic conditions under which UNDP assists the Government in its endeavour to realize sustainable human development in line with national development programmes and priorities.

In furtherance of the**[SBAA][Basic Agreement]**, the Government has requested assistance from UNDP for the provision of management and other support services to it, as specified in this Memorandum for Provision of Management and other Support Services, including Appendices I through V thereof, (hereinafter this “Agreement”).

1. (a) The Government will make available to UNDP the amount of **[ALTERNATIVE 1: INSERT US$ AMOUNT IN FIGURES FOLLOWED BY WORDS IN BRACKETS; ALTERNATIVE 2: INSERT AMOUNT IN FUNDING CURRENCY IN FIGURES FOLLOWED BY WORDS IN BRACKETS, AS WELL AS INSERT TEXT** 'equivalent to US$ **[INSERT AMOUNT]** at the UN operational exchange rate prevailing on **[INSERT MONTH AND YEAR]**,' in connection with financing the activity(ies) described in Appendix I (hereinafter referred to as the "Activity") and to engage UNDP in accordance with this Agreement.

(b) The Government shall be represented by **[INSERT NAME OF RELEVANT AUTHORITY]** for all matters related to the implementation of the Activity.

(c) UNDP shall be represented **by [INSERT NAME OF CO/BU RESPONSIBLE FOR PROVIDING THE SERVICES]** for all matters related to the implementation of the Activity.

2. (a) UNDP shall be responsible for making available, with due diligence and efficiency, its management services to the Activity as are described in Appendix II (hereinafter called the "Services"), subject to the Government fulfilling its obligations as described therein in a timely manner

(b) The duration of this Agreement is **[INSERT NUMBER OF MONTHS OR YEARS]** calculated from the date on which this Agreement becomes effective in accordance with paragraph **[16][17]** hereof.

(c) UNDP and the Government shall consult closely with respect to all aspects of the provision of the Services.

3. The total cost of UNDP to provide the Services to implement the Activities further to this Agreement is US$ [**INSERT THE AMOUNT IN FIGURES AND IN WORDS**], which includes a management fee of US$ [**INSERT THE AMOUNT IN FIGURES AND IN WORDS**] based on the detailed Budget attached hereto as Appendix III.

***{EITHER: ALTERNATIVE 1 – GOVERNMENT PAYS BASED ON DELIVERABLES}***

4. (a) The Government will, promptly after its signature of this Agreement, deposit **[INSERT THE AMOUNT IN FIGURES]** in UNDP Contributions Account number 36349562 at the CITIBANK , New York, ABA No. 021000089 and SWIFT: CITIUS33**[CHANGE TO APPROPRIATE BANK ACCOUNT IF IN CURRENCY OTHER THAN US DOLLARS].** This amount represents the total estimated cost of the provision by UNDP of its Services for the first **XXX**[[1]](#footnote-1) months of Services.

Thereafter, UNDP shall submit payment requests to the Government, based on quarterly statements reflecting disbursements during the previous three months and an estimate of obligations to be undertaken during the ensuing six months, less any payments actually received during the quarter or in transit. The Government shall, immediately upon receipt of such request, deposit the corresponding funds to the account specified in paragraph 4(a) above.

***{OR: ALTERNATIVE 2: – GOVERNMENT PAYS PER PAYMENTSCHEDULE}***

4. (a) The Government undertakes, promptly after its signature of this Agreement, to deposit **[INSERT THE AMOUNT IN FIGURES]** in UNDP Contributions Account number 36349562 at the CITIBANK , New York, ABA No. 021000089 and SWIFT: CITIUS33, **[CHANGE TO APPROPRIATE BANK ACCOUNT IF IN CURRENCY OTHER THAN US DOLLARS]** in accordance with the following payment schedule:

|  |  |
| --- | --- |
| *Date of First Instalment*  | *Amount* |
| *Date of Second Instalment* | *Amount* |
| *Etc.…* | *Etc.…* |

(b) The value of the payment received, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the Government with a view to determining whether any further financing could be provided by the Government. Should such further financing not be available, the assistance to be provided further to this Agreement may be reduced, suspended or terminated by UNDP.

(c) Any change in the duration of this Agreement, the total Budget amount and/or the scope of the Services will require consultations between UNDP and the Government with a view to reaching an agreement, including a revised management fee.

(d) UNDP shall not be required to commence the provision or continuation of Services until the payments referred to in (a), above, have been received in accordance with the terms of such subparagraph (a).

(e) Any interest income attributable to the funding shall be credited to UNDP Account, retained by UNDP and shall be utilized in accordance with UNDP’s regulations, rules, policies and procedures.

5. (a) UNDP shall provide to the Government, the Services as specified in Appendix II, in accordance with the UNDP’s regulations, rules, policies and procedures.

(b) Should the Services include engaging consultants, whether individual consultants or consulting firms, the following shall apply:

(i) UNDP shall make the arrangements it deems necessary to meet all payments due to such individuals or firms and any other expenses in connection with their assignment.

(ii) In the discharge of their responsibilities in accordance with their respective contractual terms of reference, such individuals or firms hired by UNDP shall work under the supervision of the **[INSERT NAME OF CO/BU RESPONSIBLE FOR PROVIDING THE SERVICES]** and shall co-operate closely with the Government, as appropriate,. UNDP shall provide such consultants with appropriate guidance and support as UNDP may deem necessary for the successful implementation of the aspect of the Services undertaken by the consultants.

(c) UNDP shall, in consultation with the Government, administer any training referred to in Appendix II.

(d) In the procurement of any equipment and supplies referred to in Appendix II by UNDP:

(i) Upon receipt and acceptance of such equipment and supplies by the Government, title shall vest in the Government.

 (ii) To the extent that the costs in respect of any custom duties, levies or charges related to the clearance of such equipment and supplies into the country have not been exempted or reimbursed by the Government, the Government shall be responsible for all such costs.

(e) With respect to insurance arrangements related to the provisions of the Services:

(i) UNDP shall arrange insurance under its standard procedures for fellows, individual consultants, equipment and supplies.

(ii) Consulting firms shall be required to make their own insurance arrangements, according to the terms of their respective contracts.

(iii) If the Government notifies UNDP of special insurance requirements in respect of the Services, UNDP shall endeavour to make appropriate arrangements for obtaining such other insurance, the cost of which shall be charged to and covered by the Budget. If insufficient funds are available, the Government shall cover the cost from its own resources separate and apart from the Contribution; in such cases, UNDP shall not conclude any arrangement for such special insurance requirements until the Government provides UNDP the additional resources to cover the costs of insurance.

(f) In case of claims of any nature, including loss of or damage to equipment and supplies, UNDP shall pursue settlement of such claims, and UNDP liability shall be limited to the proceeds recovered. The costs incurred by UNDP in handling such claims, demands, or liabilities shall be recovered from the Budget. If insufficient funds are available, Government shall cover the costs from its own resources, separate and apart from the Budget.

6. , UNDP shall not be responsible for costs in relation to the defence, settlement or judgment/decision/award of any claims or demands resulting from this AgreementServices.

7. (a) Funds received under this Agreement shall be administered in accordance with UNDP’s regulations, rules, policies and procedures. All financial accounts and statements shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations and Rules, and policies and procedures of UNDP.

(b) All financial transactions shall be recorded in a separate ledger account established for this activity and expressed in United States dollars. Transactions in currencies other than United States dollars shall be carried out and recorded at the UN operational rate of exchange in effect on the date of the transaction further to paragraph 3 above.

8. The following general financial and accounting arrangements shall be followed in respect of the provision of Services under this Agreement:

(a) UNDP shall prepare, in full consultation with the Government, any budget revisions which it deems appropriate to ensure that the activity budget reflects as accurately as possible the likely delivery of Services. Simple budget rephasings shall enter into effect immediately upon signature by UNDP. All other budget revisions which do not shift allocations among budget categories specified in the budget (Appendix III), including budget revisions reflecting activity completion, shall enter into effect automatically 30 days after being proposed by UNDP, unless the Government objects within that period.

(b) If, due to unforeseen circumstances, the funds received under this Agreement should be projected to be insufficient to cover the total cost of the Services specified in Appendix II, UNDP shall inform the Government accordingly. The Government and UNDP shall then promptly hold consultations with a view to agreeing upon appropriate modifications to the Services so as to ensure that funding shall be sufficient to cover all expenses for the provision of such Services. In the interim and pending such agreement, any costs or expenses incurred by UNDP to ensure the continuation or orderly conclusion of Services shall be deemed to form part of Appendix II.

9. UNDP shall submit narrative reports relating to the Activity as may reasonably be required by the Government. In addition, UNDP shall provide to the Government the following reports in accordance with UNDP accounting and reporting procedures.

9.1[[2]](#footnote-2) **For agreements of one year or less please add the following clause**]

Within six months after the end of the year following the date of completion of Services or termination of this Agreement, a final financial statement shall be submitted to the Government, in accordance with the format given in Appendix IV.

9.2 **For agreements of more than one year please add the following clause**]

1. An annual financial statement shall be submitted to the Government, in accordance with the format given in Appendix IV.
2. Within six months after the end of the year following the date of completion or termination of this Agreement, a final financial statement shall be submitted to the Government, in accordance with the format given in Appendix IV.

[10. In addition to the reports described in paragraph 9, UNDP shall provide xxxxxxxxxxx at the expense of Government separate and apart from the Budget.][[3]](#footnote-3).

[10][11]. Any balance of funds received and uncommitted on completion of the Services shall be refunded promptly to the Government.

[**FOR THE FOLLOWING PARAGRAPH, SELECT ONE OF THE TWO FOLLOWING ALTERNATIVES, DEPENDING ON WHETHER THE GOVERNMENT HAS SIGNED THE STANDARD BASIC ASSISTANCE AGREEMENT (ALTERNATIVE ONE) OR THE SPECIAL FUND AGREEMENT/TECHNICAL ASSISTANCE AGREEMENT (ALTERNATIVE TWO)**.]

[**ALTERNATIVE 1 (FOR COUNTRIES SIGNATORIES OF THE SBAA)**]

[11][12]. The SBAA , and in particular Articles IX and X thereof, shall apply, mutatis mutandis, to all activities under this Agreement (see Appendix V). This Agreement is the project document referred to in the SBAA.

[**ALTERNATIVE 2 (FOR SIGNATORIES OF THE SPECIAL FUND AGREEMENT OR TECHNICAL ASSISTANCE AGREEMENT)**]

[11][12]. The Basic Agreementshall be applicable, mutatis mutandis, to all activities under this Agreement. The parties also agree to apply in respect of this Agreement the provisions of Articles IX and X of the UNDP Standard Basic Assistance Agreement (SBAA), a copy of which is attached in Appendix V.

[12][13]. (a) Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. Unless otherwise agreed, the appointment authority under the Rules shall be the President of the Permanent Court of Arbitration. The parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

(b) Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force, or according to such other procedure as may be agreed between the parties.

(c) Nothing in or relating to any provision in this Agreement shall be deemed a waiver of the privileges and immunities of the United Nations, including UNDP.

[13][14]. Any amendment to this Agreement or to any Appendix hereto shall be effected by mutual agreement of the parties through an appropriate supplementary letter of agreement.

[14][15]. The Government and the UNDP Resident Representative shall keep each other fully informed of all actions undertaken in carrying out this Agreement or that may affect it.

[15][16]. All correspondence regarding the implementation of this Agreement, other than this signed Memorandum for Provision of Services or amendments thereto, shall be addressed to:

For UNDP: For Government:

[16][17]. This Agreement shall become effective upon UNDP’s confirmation of receipt of the first payment from the Government in accordance which paragraph 4, and shall expire upon completion of the Services and settlement of all accounts thereunder, unless terminated earlier in accordance with the following paragraph .

[17][18]. (a) This Agreement may, at any time, be terminated by either party by written notice to the other, if, in its opinion, an event beyond its reasonable control occurs which makes it impossible to carry out its obligations under this Agreement. Termination shall be effective thirty days after receipt of the above notice.

(b) The obligations assumed by the parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the parties hereto and the settlement of contractual liabilities that are required in respect of personnel, contractors, consultants or suppliers.

The parties hereby agree and accept this Memorandum for Provision of Services through their respective signature hereto, as follows.

|  |  |
| --- | --- |
| For the Government of **(INSERT NAME OF Progamme Country Government)** (signed)Name:Title:Date: | For the United Nations Development Programme: (signed)Name:Resident Representative, United Nations Development ProgrammeDate |

 Appendices

Appendix I A. ACTIVITY DESCRIPTION

 B. PROCUREMENT CONDITIONS

Appendix II DESCRIPTION OF SERVICES

Appendix III BUDGET

Appendix IV FINAL FINANCIAL STATEMENTS

Appendix V ARTICLES IX AND X OF THE STANDARD BASIC

ASSISTANCE AGREEMENT REGARDING FACILITIES,

EXEMPTIONS, PRIVILEGES AND IMMUNITIES

Appendix VI RECIPIENT GOVERNMENT REQUEST FOR UNDP

SERVICES

 **Appendix I**

 **ACTIVITY DESCRIPTION**

A. [NOTE TO DRAFTER: Attach description of overall Activity.

B. Describe special procurement and other conditions, if applicable. For instance, the Funding Government may explicitly request that restrictions are placed on the competitive processes by limiting the pool of potential Offerors. UNDP does not accept such restrictions on the competitive process without prior approval of the Chief Procurement Officer.

 **Appendix II**

 **Services**

**[NOTE TO DRAFTER: FOLLOWING IS A CHECKLIST FOR THE PREPARATION OF THE DESCRIPTION OF SERVICES, REFLECTING THE EXACT DIVISION OF LABOR NEGOTIATED BETWEEN UNDP AND THE RECIPIENT GOVERNMENT FOR EACH OF THE AREAS OF ACTIVITY. NONETHELESS, MANY OF THE RESPONSIBILITIES ARE INVARIANT, AS NOTED BY THE CHECK MARKS ALREADY INCLUDED BELOW. THIS APPENDIX WILL BE DRAFTED DURING NEGOTIATIONS WITH RECIPIENT GOVERNMENT. ANY PROPOSAL TO CHANGE ANY OF THE STANDARD RESPONSIBILITIES INDICATED BELOW MUST BE CLEARED WITH THE BUREAU OF MANAGEMENT. THIS NOTE SHOULD BE REMOVED FROM THE FINAL TEXT.]**

Country: XXXXXXXXXX

Activity: XXX/XX/RXX

Title: XXXXXXXXXX

This Agreement contemplates a number of services for each of the components of the Activity, namely: **[DRAFTER: INCLUDE ONLY THE APPROPRIATE COMPONENTS]** (a) contracting of individual consultants; (b) contracting of firms; (c) purchase of equipment and supplies; (d) procurement of works; (e) training activities; and (f) general administration.

A. Individual Consultants

The responsibilities of the Recipient Government's Executing Agency and UNDP with respect to engaging individual consultants shall be [MARK THE GOVERNMENT OR UNDP COLUMN AS APPROPRIATE]:

A1. Individual Consultants and Temporary Assignments (TAs) (International)

|  |  |  |
| --- | --- | --- |
| **Government** | **UNDP** | **Activity** |
| x |  | Preparation of draft Terms of Reference |
|  | x | Review/revision of Terms of Reference  |
| (Participation) | x | Preparation of shortlist of candidates  |
| (Participation) | x | Selection of consultants |
|  | x | Negotiation and signing of contracts |
|  | x | Contract administration, including travel authorization/arrangements  |
|  |  | Technical supervision of consultants |
|  |  | Evaluation of work-progress |
|  |  | Review/approval of final report |
|  | x | Payment  |

A2. Individual Consultants (National)

|  |  |  |
| --- | --- | --- |
| **Government** | **UNDP** | **Activity** |
| x |  | Preparation of draft Terms of Reference |
|  | x | Review/revision of Terms of Reference  |
| (Participation) | x | Preparation of shortlist of candidates |
| (Participation) | x | Selection of consultants |
|  | x | Negotiation and signing of contracts |
|  | x | Contract administration, including travel authorization/arrangements  |
|  |  | Technical supervision of consultants |
|  |  | Evaluation of work-progress |
|  |  | Review/approval of final report |
|  | x | Payment |

B. Consulting Firms

The responsibilities of the Recipient Government's Executing Agency and UNDP with respect to engaging consulting firms shall be as follows [MARK THE GOVERNMENT OR UNDP COLUMN AS APPROPRIATE]:

|  |  |  |
| --- | --- | --- |
| **Government** | **UNDP** | **Activity** |
|  x |  | Preparation of draft TOR  |
|  |  x | Review/revision of TOR |
|   |  x | Prequalification and shortlisting  |
|  x |  | Concurrence with shortlist |
|  |  x | Preparation and issuance of RFP |
|  |  x | Evaluation of proposals |
|  |  x | Recommendation for award of contract |
|  x |  | Concurrence with recommendation  |
|  |  x | Drafting, negotiation and signing of contract and authorization to proceed |
|  |  x | Contract administration |
|   |   | Technical monitoring and evaluation |
|  |  x | Payment to consultants |

C. Procurement of Equipment and Supplies

The responsibilities of the Recipient Government's Executing Agency and UNDP with respect to procuring equipment shall be as follows [MARK THE GOVERNMENT OR UNDP COLUMN AS APPROPRIATE]:

|  |  |  |
| --- | --- | --- |
| **Government** | **UNDP** | **Activity** |
|  x |  | Preparation of equipment list |
|   |   | Preparation of detailed specifications |
|  |  x | Finalization of specifications |
|  |  x | Advertising |
|   |  x | Prequalification and shortlisting  |
|  x |  | Concurrence with shortlist |
|  |  x | Issuing Invitation to Bid |
|  |  x | Evaluation of bids |
|  |  x | Recommendation for award of purchase order |
|  x |  | Concurrence with recommendation |
|  |  x | Placing purchase order |
|  |   | Inspection and shipment |
|  |   | Customs clearance |
|  |  | Delivery to final user |
|  |  x | Payment to supplier |
|  x |   | Receipt and acceptance of equipment  |

D. Complex Procurement (e.g. Civil Works, Construction, IT implementations)

The responsibilities of the Recipient Government's Executing Agency and UNDP with respect to procuring works shall be as follows [MARK THE GOVERNMENT OR UNDP COLUMN AS APPROPRIATE]:

|  |  |  |
| --- | --- | --- |
| **Government** | **UNDP** | **Activity** |
| x |  | Preparation of draft tender documents  |
|  | x | Review/revision of tender documents  |
|  | x | Advertising (if required) |
|  | x | Prequalification (if required) |
|  | x | Preparation of proposed shortlist |
| x |  | Concurrence with shortlist |
|  | x | Issuance of tender  |
|  | x | Evaluation of Bids |
|  | x | Recommendation for award of contract |
| x |  | Concurrence with recommendation |
|  | x | Contract, preparation, negotiation and signing and authorization to proceed |
|  | x | Payment to contractors |
|  | x | Contract administration |
| Independent | Independent | Technical monitoring of Contract  |
| Independent | Independent | Certification of Completion of Work  |

E. Training Activities

The responsibilities of the Recipient Government's Executing Agency and UNDP with respect to conducting training activities shall be as follows [MARK THE GOVERNMENT OR UNDP COLUMN AS APPROPRIATE]:

|  |  |  |
| --- | --- | --- |
| **Government** | **UNDP** | **Activity**  |
| x |  | Preparation of training plan |
| Joint | Joint | Designing requirements for specific training |
| x |  | Selection of candidates |
|  | x | Confirming language abilities of candidates (if required) |
| Participation | x | Identification of appropriate programs |
|  | x | Placement |
|  | x | Travel arrangements |
|  | x | Financial arrangements for trainees and institutions |
|  | x | Monitoring of trainers’ performance |
|  | x | Logistical support and insurance |

F. General and Financial Administration

The responsibilities of the Recipient Government's Executing Agency and UNDP with respect to accounting and financial administration of the Activity shall be as follows [MARK THE GOVERNMENT OR UNDP COLUMN AS APPROPRIATE]:

|  |  |  |
| --- | --- | --- |
| **Government** | **UNDP** | **Activity** |
|  x |  | Transfer of Funds  |
|  x |  | Preparation of annual workplan |
|  |  x | Maintenance of separate ledger account for activity funds |
|  |  x | Interest calculation and payment  |
|  |  x | Substantive reports (quarterly and final) to Government |
| Joint | Joint | Review of progress against workplan and agreement on necessary budget revisions |
|  |  x | Final financial statement |
|  |  x | Closure of accounts and return of unspent balance |

 **Appendix III**

 **Budget**

**Country: XXXXXXXXXX**

**Activity: XXXXXX**

**Title: ILLUSTRATIVE EXAMPLE**

ACTIVITY TOTAL 2015 2016

PERSONNEL

International Consultants

Administrative Support

Activity Missions

National Consultants

Sub-Total

TRAINING

Fellowships

Study Tours

In-Country Training

Sub-Total

EQUIPMENT AND SUPPLIES

Supplies

Equipment

Sub-Total

MISCELLANEOUS

Operations & Maintenance

Sundry

Sub-Total

AUDIT

Sub-Total

TOTAL INPUTS

MANAGEMENT FEE

TOTAL

 **Appendix IV**

 **Final Financial Statement**

 (in US dollars)

Funds received from the Funding Government xxxxxxxxxxxxxxxx

Less:

Activity Expense

(as per final budget revision) xxxxxxxxxxxxxxxx

Unspent Balance \* xxxxxxxxxxxxxxxx

\* The unspent balance of funds will be reimbursed in accordance with Paragraph 10, once the final report and the final financial statement have been accepted by the Governments.

 **Appendix V**

 **Articles IX and X of the**

**Standard Basic Assistance Agreement between UNDP and Governments**

 **Regarding facilities, exemptions, privileges and immunities**

Article IX

Privileges and Immunities

1. The Government shall apply to the United Nations and its organs, including the UNDP and United Nations subsidiary organs acting as UNDP Executing Agencies, their property, funds and assets, and to their officials, including the resident representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations.

2. The Government shall apply to each Specialized Agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, including any Annex to the Convention applicable to such Specialized Agency. In case the International Atomic Energy Agency (the IAEA) acts as an Executing Agency, the Government shall apply to its property, funds and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of the IAEA.

3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions.

4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of the UNDP, a Specialized Agency or the IAEA who are not covered by paragraphs 1 and 2, above, the same privileges and immunities as officials of the United Nations, the Specialized Agency concerned or the IAEA under Sections 18, 19 or 20 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the specialized agencies, or of the Agreement on the Privileges and Immunities of the IAEA.

(b) For purposes of the instruments on privileges and immunities referred to in the preceding parts of this Article:

(1) All papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 4(a), above, shall be deemed to be documents belonging to the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be; and

(2) Equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be.

5. The expression "persons performing services" as used in Articles IX, X, and XIII of this Agreement includes operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP assistance to a project, and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

 Article X

 Facilities for execution of UNDP assistance

1. The Government shall take any measures which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

(a) Prompt clearance of experts and other persons performing services on behalf of the UNDP or an Executing Agency;

(b) Prompt issuance without cost of necessary visas, licenses or permits;

(c) Access to the site of work and all necessary rights of way;

(d) Free movement within or to or from the country, to the extent necessary for proper execution of UNDP assistance;

(e) The most favourable legal rate of exchange;

(f) Any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;

(g) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and

(h) Prompt release from customs of the items mentioned in sub-paragraphs (f) and (g), above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against the UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Parties and the Executing Agency have agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

1. To be completed. Suggest either 3 or 6 months. [↑](#footnote-ref-1)
2. Please choose between clause 9.1 and 9.2 depending on the length of the agreement. [↑](#footnote-ref-2)
3. Where the BU/CO determines that special circumstances warrant, UNDP may provide more frequent reporting at the expense of Government. In such case, retain this text and complete with periodicity of reports and types of reports. Where this is not required remove this provision. [↑](#footnote-ref-3)