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| “Memorandum of Acceptance of Temporary Custody of UNDP Property (Equipement) [[vehicle]]”  |

**THIS MEMORANDUM** ismade this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_\_, by and between the United Nations Development Programme (hereinafter referred to as “UNDP”) and [*name of Government ministry/institution*] and, hereby, [*name of Government ministry/institution*] accepts the full custody of the assets as specified in the attached supplies and equipment [[vehicle]s] list, hereto as Annex I at a total cost of [VALUE OF ALL ASSETS PROVIDED], and in accordance with the following clauses:

**FIRST.** UNDP furnishes the [*name of Government ministry/institution*] with the following [equipment/ *[vehicle]/s*]: [*brand name and quantity*] which details are provided in Annex I of this Memorandum, to support the activities of the [*name of Government ministry/institution*] in accordance with the terms and conditions of [*Project Name/Number*]. These equipment/[vehicles] remain the UNDP property unless and until such time that UNDP decides to transfer ownership or otherwise disposed of such property.

**SECOND.** It is understood and agreed that the equipment/[vehicle]s for which [*name of Government ministry/institution*] accepts the custody must be used only for official business in support the implementation of the said [*Project Name/Number*] and it is prohibited to the use this equipment/[vehicle]s for other purposes.

**THIRD.** The [*name of Government ministry/institution*] agrees to cover all of the expenditures related with the use of the equipment/[vehicles] for which it accepts the custody, such as but not limited to: operating costs, preventive and corrective maintenance, insurances, registration, training for users, [and drivers] etc.

**FOURTH.** The [*name of Government ministry/institution*] agrees that an authorized official will be appointed to be directly responsible for ensuring that all terms and procedures governing the use of UNDP equipment/[vehicle]s are adhered to. The official should particularly ensure that written operational procedures for the use of equipment/[vehicles] are in place, disseminated and made known to all staff involved in the Project. [UNDP will be allowed to undertake the necessary action in accordance with the appropriate UNDP policies (See Annex II)] [The said operational procedure shall be consideration with UNDP Vehicle Asset Management policy (see Annex II)]

**[FIFTH.** It is understood and agreed that after office hours, or when not in use, vehicles must be parked at a garage or in secure area designated in writing by an authorized official of the ministry/institution].

**SIXTH.** It is understood and agreed of that under no circumstances should the equipment/[vehicle] provided in support the implementation of the said [*Project Name/Number*] be used the personal property of the [*name of Government ministry/institution*], or its personnel

**SEVENTH**. It is understood and agreed that the [*name of Government ministry/institution*] shall be responsible for the proper custody and care of the equipment/[vehicle]. The [*name of Government ministry/institution*] shall, for the protection of such equipment/[vehicle], obtain appropriate insurance in such amounts as may be agreed upon between the [*name of Government ministry/institution*] and UNDP.

In cases of damage, theft or other losses of the equipment/[vehicle], the [*name of Government ministry/institution*] shall provide UNDP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property for which UNDP will be allowed to undertake the necessary action in accordance with the appropriate UNDP policies (see Annex III).

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The [*name of Government ministry/institution*] shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the use or operation of the equipment/[vehicle].

The [name of Government Ministry/Institution] shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the use or operation of the equipment/[vehicle].

Except for the workmen's compensation insurance, the insurance policies under this paragraph shall:

(i)  Name UNDP as additional insured;

(ii)  Include a waiver of subrogation of the [name of Government Ministry/Institution]'s rights to the insurance carrier against UNDP;

(iii)  Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

The [name of Government Ministry/Institution] shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this paragraph.

**EIGHT**. It is understood and provided under this memorandum that the transfer or disposal of the equipment/[vehicles] must be in accordance with the UNDP Contract, Asset and Procurement policies and procedures.

**IN WITNESS WHEREOF**, UNDP and the [*name of Government ministry/institution*], through their duly authorized representatives, have fully agreed to abide by the foregoing conditions by signing this Memorandum:

**Accepted: Accepted:**

**FOR THE** [*name of Government ministry/institution*] **FOR UNDP**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Encl:*

*Annex I : List of equipment [vehicle]/s, Description/Model/Brand, Quantity, Date of Acquisition, Acquisition Value*

*Annex II: UNDP Vehicle Management Policy/Asset Management Policy*

*Annex III : UNDP Policy on Theft and Loss of Assets*