**MEMORANDUM OF UNDERSTANDING**

 **CONCERNING OCCUPANCY AND USE**

 **OF COMMON PREMISES BY UNITED NATIONS**

 **AGENCIES, PROGRAMMES, FUNDS AND OFFICES**

 **(HEREINAFTER THE "AGENCIES")**

WHEREAS, the General Assembly, in its resolution 44/211 of

22 December 1989, requested all organs, organizations and bodies of the United Nations Systems to make the necessary arrangements, in cooperation with host Governments and without additional cost to developing countries, to establish common premises at the country level; and

WHEREAS, in GA Resolution General Assembly resolution 72\_279 in May 2018, the General Assembly emphasized the importance of the establishment of common premises to enable joint work and generate greater efficiencies, synergies and coherence, and requests the implementation of those measures in accordance with resolution 71/243and recognizes the Resident Co-ordinator as the highest-ranking representatives of the United Nations development system, over United Nations country teams;

which should be achieved in cooperation with host Government in a way that increases efficiency through, inter alia, consolidation of administrative infrastructures of organizations concerned, and does not increase the costs for the United Nations System or for developing countries; and requested the Secretary-General to strengthen the Resident Co-ordinator System;

WHEREAS, pursuant to these resolutions a Lease Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been concluded or premises have been constructed or purchased by the [acronym lead agency]on behalf of United Nations bodies (hereinafter referred to individually as the "Agency" and collectively as "the Agencies") for the premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

to serve as common premises for the Agencies (hereinafter referred to as the "Common Premises"). A copy of the Lease or Construction or Purchase Agreement is attached to this Agreement as Annex A;

WHEREAS, the Agencies which have expressed their intention to participate in the Common Premises have entrusted ***[acronym of Lead Agency]*** with the duty to contract for and administer the Common Premises;

WHEREAS, it is now necessary to establish the terms and conditions for occupation of the Common Premises by each of the Agencies; the Memorandum of Understanding is intended to reflect a consultative and coordinated effort of all the UN entities participating in Common Premises for the adequate and sound management of common services, under the leadership of the UN Resident Co-ordinator/ Lead Agency.

NOW, THEREFORE, each of the Agency signatories of this Memorandum agree as follows:

ARTICLE 1. OCCUPATION OF THE COMMON PREMISES

Each Agency wishing to occupy and use the Common Premises undertakes to sign and comply with this Memorandum of Understanding, including its annexes, as applicable to the Agencies concerned, and observe the terms of the Lease or Construction or Purchase Agreement or Memorandum of Agreement attached hereto. The layout of the Building constituting or including the Common Premises (hereinafter referred to as the "Building") is described in Annex B to this Agreement.

ARTICLE 2. ALLOCATION AND USE OF SPACE IN COMMON PREMISES

1. Each Agency shall have the exclusive right to occupy and use such offices and other spaces in the Common Premises (hereinafter referred to as "Offices") as are allocated to it by the Lead Agency as guided by the Management Committee (Article 3.1), in consultation with the participating Agencies**.** In allocating such Offices, the Management Committee shall take into account the needs of the Agencies participating in the Common Premises. The term "Offices" shall also include any office or space that is designated for allocation to an Agency, but has been relinquished by an Agency or it otherwise not allocated to an Agency.

2. All Offices shall be used exclusively for office accommodation of the Agencies in accordance with this Memorandum and with such rules and regulations as may be issued by the Management Committee

3. Except as otherwise provided in this Memorandum, the Agencies shall have the right, in common, to use spaces and areas of the Common Premises that are not Offices (hereinafter referred to as "Common Areas"), including, but not limited to, conference and meeting rooms, parking areas, driveways, lobbies, halls, corridors, public toilets, courtyards, elevators and stairways.

4. The use of certain portions of the Common Areas, as specified in Annex C of this Agreement, shall be subject to availability.[[1]](#footnote-1)1/ The Lead Agency , in consultation with the participating Agencies, shall coordinate and allocate the usage of said portions of the Common Areas.

5. Common Areas shall be used in accordance with this Memorandum and with such issuances as may be made by the Lead Agency , in consultation with the participating Agencies, and in a manner non-detrimental to the use of the Common Areas in common by the Agencies.

6. The UN House/Common Premises is a non-smoking/non-vaping environment.

ARTICLE 3. MANAGEMENT OF COMMON PREMISES

1. The Lead Agency shall be responsible for the day to day management of the Common Premises. In that connection, the Lead Agency shall be advised by a Management Committee[[2]](#footnote-2)2/constituting not more than three Agency Representatives and chaired by the Resident Coordinator. The Management Committee is to be appointed by all the represented Agencies on a rotational basis to serve for a period of one year.

2. The Resident Co-ordinator shall provide strategic guidance on the Common Building Services which will be managed by the agency/ies providing the services set forth in Annex D of this Agreement in respect of the Common Premises.3/ Any services provided to an Agency beyond those set forth in Annex D hereof shall be exclusively at the expense of the Agency.

3. The Separate Services specified in Annex D of this Memorandum shall be coordinated by the Lead Agency but shall be invoiced to each Agency directly by the provider of the service and paid for by each Agency individually.4/

ARTICLE 4. APPORTIONMENT OF COSTS AND EXPENSES

As of the date of this Agreement, the Monthly Base Cost of the Common Premises is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.5/ The Lead Agency shall provide to each Agency prior notice of any change in the Monthly Base Cost. The Agencies shall share the Monthly Base Cost in the proportions set forth in Annex E.

2. Each Agency shall pay its proportionate share of the Common Building Services as provided in Article 7(1) hereof. Such proportionate share shall be equivalent to the percentage that the total area of the Offices allocated to each Agency bears to the total area of all Offices in the Common Premises, including any Office that is not allocated to any Agency.

2/ It is foreseen that such a Committee be composed of three participating Agencies in the Common Premises in the country, which agencies would be rotated on an annual basis, although there is no legal obstacle for the participating agencies to agree to a different composition of such Committee.

3/ The Common Building Services should include, for example, property and liability insurance, maintenance, repair, cleaning, security, heating, ventilation, air conditioning, waste removal, landscaping and dispensary. They may also include tele-communications, electricity and other utilities, if those services are not metered separately for each Agency; for services that are metered separately, see paragraph 3 of this Article 3.

4/ These Separate Services may include, for example, utilities such as electricity and telephone.

5/ In the case of leased Common Premises, the Monthly Base Cost will be the rent payable for the Common Premises. In the case of Common Premises owned by any UN Agency, the Monthly Base Cost should be calculated and amortized on the basis of the construction or purchase costs of the Common Premises.

ARTICLE 5. INSURANCE

The Lead Agency shall coordinate arrangement for:

(a) Insurance of the Premises against loss or damage due to fire;

(b) Public liability insurance in such limits as the Lead Agency shall deem desirable;

 Such other forms of insurance as the Lead Agency in its judgment shall elect to effect.

2. Each Agency shall be responsible for insuring or self-insuring its own property (excluding the building), equipment, and furnishings in the Common Premises.

3. Each Agency shall be exclusively responsible for dealing with any tort claims brought against it by third parties for personal injury, loss, illness death or damage to their property arising from its occupation and use of the Common Premises. The cost of satisfying any such tort claim shall be borne by the Agency. Each Agency shall maintain such insurance as is necessary to meet its responsibilities under this paragraph.

ARTICLE 6. REPAIRS, REMODELLING AND RENOVATIONS

1. The Lead Agency shall coordinate all repairs, remodeling and renovation work to be done with respect to the Common Premises, including the Offices if such work would affect the Building, the Common Premises, or the use of other Offices. This should include repair, remodeling and renovation work to be done with respect to the Common Areas and to any Office that is not allocated to any Agency.

2. The Agencies shall share the costs and expenses for maintenance, repair, remodeling and renovation work with respect to the Building, the Common Areas or any Office that is not allocated to an Agency, in the same proportions as provided in paragraph 2 of Article 4 of this Agreement; provided, however, that the costs and expenses of any repair, remodeling or renovation work resulting from loss or damage attributable to the fault, neglect or other legal responsibility of an Agency, or its employees, invitees or contractors, shall be borne exclusively by that Agency.

3. An Agency shall not paint or otherwise decorate, change the appearance of, alter or remove any part of the Common Premises or the Building, unless the written consent of the Lead Agency is obtained.

4. The Agencies shall promptly report to the Management Committee any defect or need for repairs, the authority for the remedying of which has been allocated by this Agreement to the Lead Agency.

5. An Agency shall not make any alterations in the portions of the Offices allocated to it or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Common Premises or the Building without first obtaining the written consent of the Lead Agency.

6. Each Agency shall be responsible for maintaining, repairing, and replacing at its own expense all portions of the Offices allocated to it, and all internal installations of such Offices such as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of said Offices. The Agency shall give prior notice to the Lead Agency of such maintenance, repair, and replacement work, and such work shall be subject to the coordination and supervision of the Lead Agency through the Management Committee.

7.The Lead Agency upon consultation with participating Agencies and the advice of the Management Committee shall coordinate maintenance and repair of any Office at the expense of the Agency to which the Office has been allocated, if such maintenance or repair is necessary, to protect such Office or the Common Premises or the Building or any other portion thereof, and an Agency to which such Office has been allocated has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Lead Agency to said Agency.

8. The Lead Agency may enter any Office when necessary in connection with any maintenance or construction for which the Lead Agency is responsible.

ARTICLE 7. FINANCIAL STATEMENTS AND ACCOUNTS

1. On or before December first of each year, the Lead Agency shall estimate the total amount necessary to pay the Common Area Services and other costs and expenses determined by the Lead Agency under this Agreement which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Management Committee to be necessary for a reserve of contingencies and replacements, and shall, on or before 15 December, notify each Agency as to the amount of such estimate with reasonable itemization thereof. On or before January 1 of the ensuing year, and on or before the first of each and every subsequent month of said year, each Agency shall pay to the Lead Agency one-twelfth of that agencies share of the assessment pursuant to this paragraph, plus the applicable Monthly Base Cost.

2. On or before 31 January of each year, the Lead Agency shall supply to all Agencies an itemized accounting of the Monthly Base Cost, Common Area Expenses and other costs and expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected by the Lead Agency and showing the net amount over or short of the actual expenditures plus reserves. This report should be prepared by service providing agency/ies.

3. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the next monthly installments due from Agencies under the current year's estimate, until exhausted, and any net shortage shall be added to the installments due in the succeeding six months after rendering of the accounting.

4. The Lead Agency under the overall coordination of the Management Committee shall build up and maintain a reasonable reserve for contingencies and replacements. Expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said reserve proves inadequate for any reason, including non-payment of any Agency's assessment, the Lead Agency may at any time levy a further assessment which shall be assessed to the Agencies in their respective proportions as provided in Article 4(2) hereof.

5. All funds collected hereunder shall be held and expended solely for the purposes designated herein. The Lead Agency shall keep full and correct books of account, which may be inspected at any reasonable time by the authorized representative of any Agency.

ARTICLE 8. WITHDRAWAL FROM COMMON PREMISES

1. An Agency may terminate the arrangements set forth in this Memorandum of Understanding as they apply to it, if it intends to relocate permanently its headquarters or offices out of the Country.

2. An Agency seeking to terminate these arrangements shall give at least one month's prior written notice of its intention to terminate the arrangements to the Lead Agency (.

3. In the case of leased Common Premises, the Agency withdrawing shall continue to be financially responsible for the payment of its portion of the Monthly Base Cost set forth in Annex E and its proportionate share of the Common Building Services set forth in Annex D hereof, until such time as the Lease Agreement expires.

1. The provisions of paragraph 3 above should not apply where:
2. The Lease Agreement provides for the Landlord to reduce the rent of the Common Premises proportionately to the space left vacant by the departing Agency;
3. The vacated space is taken by another UN Agency, in which case such Agency agrees to assume the obligations of the departing Agency as set forth in this Memorandum of Understanding;
4. The remaining Agencies agree to absorb the costs, which should otherwise be the responsibility of the departing Agency.

ARTICLE 9. SETTLEMENT OF DIFFERENCES

Any differences between Agencies, or between an Agency or Agencies and the Resident Co-ordinator, shall be resolved by means of mutual discussions. Any difference not so resolved may be referred to the United Nations Development Coordination Office (UN DCO) for resolution with the UN entities concerned.

ARTICLE 10. GENERAL

Each Agency may enter into these arrangements by authorizing its Representative in the Country to sign below on its behalf. Upon such signature the Agency shall be bound by the terms of this Memorandum Of Understanding and the Lease or Construction or Purchase Agreement attached hereto, including, in particular, the payment obligations.

ARTICLE 11.

Upon such signature, the Agency shall be bound by the terms of this Memorandum of Understanding and the special Annex, if any, applicable to the Agency concerned.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 1/ These spaces and areas should include, for example, conference and meeting rooms, parking areas, and similar areas that must be subject to availability. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)