

II

Treaties and international agreements

filed and recorded

from 5 November 1975 to 10 December 1975

No. 737

Traités et accords internationaux

classés et inscrits au répertoire

du 5 novembre 1975 au 10 décembre 1975

N° 737

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
INTERNATIONAL CIVIL AVIATION
ORGANIZATION**

Agreement concerning the United Nations Development Programme's technical co-operation activities for development (with annex). Signed at Montreal on 21 November 1975 and at New York on 5 December 1975

Authentic text: English.

Filed and recorded by the Secretariat on 5 December 1975.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)
et
ORGANISATION DE L'AVIATION CIVILE
INTERNATIONALE**

Accord relatif aux activités de coopération technique du Programme des Nations Unies pour le développement (avec annexe). Signé à Montréal le 21 novembre 1975 et à New York le 5 décembre 1975

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 5 décembre 1975.

AGREEMENT¹ BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

The United Nations Development Programme and the International Civil Aviation Organization,

Considering that the General Assembly of the United Nations has established the United Nations Development Programme (hereinafter called UNDP) to support and supplement the national efforts of developing countries to accelerate their economic and social development,

Mindful of the desire of the General Assembly that organizations of the United Nations system should play the role of partners in this common endeavour,

Conscious of the readiness of the International Civil Aviation Organization (hereinafter called the Executing Agency) to participate in activities designed to give effect to the resolutions and decisions of the General Assembly on this matter,

Determined to enhance the effectivity of the UNDP as an instrument of international development co-operation with developing countries,

Have agreed as follows:

Article I. SCOPE OF THIS AGREEMENT

The Parties hereto hereby agree to join efforts and to maintain close and continuing working relationships in order to achieve the purposes of the United Nations Development Programme. The Executing Agency recognizes the role of leadership of the UNDP within the United Nations system for the achievement of those purposes, and agrees to carry out such relevant activities as it (the Executing Agency) may accept at the request of UNDP. Those activities shall include the execution of specific UNDP technical co-operation activities with Governments. The relationship between the Parties in the execution of such UNDP cooperation activities shall be governed by this Agreement.

Article II. CONDITIONS OF CO-OPERATION ACTIVITIES

1. The basic conditions of execution of technical co-operation activities by the Executing Agency hereunder shall be those set forth in the relevant and applicable resolutions and decisions of the competent UNDP organs and in such basic Agreements as the UNDP may enter into with recipient Governments. The particular conditions of and the specifications relating to each such activity shall be as set forth in such Project Documents or other similar instruments (hereinafter called Project Documents) as the UNDP and the recipient Government may conclude with respect to each technical co-operation activity.
2. The text of the Standard Basic Assistance Agreement with Governments in current use by UNDP is annexed to this Agreement. The UNDP shall consult with the Executing Agency on any substantial variation in that text which it may adopt for general use, and shall provide the Executing Agency with copies of individual signed Agreements.

¹ Came into force on 5 December 1975 by signature, in accordance with article 14 (1).

Article III. THE UNDP RESIDENT REPRESENTATIVE

The Parties recognize that the UNDP Resident Representative in a country has full responsibility and ultimate authority on behalf of the Administrator of the UNDP for all aspects of the UNDP programme in the country concerned, and that his role in relation to the representatives of the Executing Agency in the country is that of leader of the team, taking into account the professional competence of the Executing Agency and its relationship with appropriate organs of the Government. The Executing Agency further recognizes the Resident Representative as the central co-ordinating authority on its behalf for all technical co-operation programmes of the United Nations system and agrees to consult him and to keep him fully informed on the planning and formulation of its technical co-operation activities and to provide him with reports on the execution of those activities. The term Resident Representative as used in this Agreement includes a regional representative, representative and officer-in-charge of a UNDP field office, and any other official performing the functions of a Resident Representative.

Article IV. PROJECT CO-OPERATION

The Parties hereto shall co-operate fully with one another and with the Government concerned in the execution of technical co-operation activities with a view to the realization of the objectives described in Project Documents. The Parties shall consult with one another with respect to any matters which might affect the successful completion of any such activity.

Article V. INFORMATION REGARDING PROJECTS

1. The Parties shall from time to time exchange views with one another and with the Government on technical co-operation activities, including the progress and costs thereof and the benefits derived therefrom, and shall furnish one another with such information as the other Party may request in respect of such matters. The Executing Agency shall furnish the UNDP with periodic reports on the carrying out of technical co-operation activities at such times and in such form as may be agreed by the Parties.
2. The UNDP and the Government may observe at any time the progress of any technical co-operation activities carried out by the Executing Agency under this Agreement, and the Executing Agency shall afford full facilities to the UNDP and the Government for this purpose.

Article VI. CONDITIONS OF PROJECT SERVICE; PROCUREMENT

1. With a view to securing the highest standards of efficiency, competence and integrity in the execution of technical co-operation activities, the UNDP shall develop conditions of service for project staff in consultation with appropriate organs of the UN system. The Executing Agency agrees to give sympathetic consideration to any such conditions of service recommended to it by the UNDP, and shall adopt such conditions of service to the maximum extent possible.
2. The Executing Agency agrees to observe the principles of international competitive bidding in the procurement of goods and contractual services for technical co-operation activities, to the maximum extent possible and appropriate under the principles which apply to UNDP activities and with due regard to the need to make the fullest possible use of various currencies available to UNDP.
3. Experts, consultants and suppliers of goods and contractual services and in general all persons performing services for the Executing Agency as part of a technical co-operation activity shall in all cases be acceptable to the UNDP.

Article VII. AGENCY STATUS AND ACCOUNTABILITY

In the execution of technical co-operation activities, the Executing Agency shall have the status of an independent contractor vis-à-vis the UNDP. The Executing Agency shall be accountable to the UNDP for its execution of such activities.

Article VIII. INTELLECTUAL PROPERTY

Patent rights, copyright rights, and other similar rights to any discoveries or work resulting from technical co-operation activities shall belong to the UNDP, it being understood that the recipient Government shall have the right to use any such discoveries or work within the country free of royalty or any charge of similar nature. The Executing Agency agrees to co-operate with UNDP in regard to such steps as the UNDP may decide to take in each case concerning such rights.

Article IX. COSTS OF CO-OPERATION ACTIVITIES

1. The UNDP undertakes to meet all costs directly incurred by the Executing Agency in the execution of technical co-operation activities, in the amounts set forth in project budgets forming part of Project Documents or otherwise agreed between the Parties. It further undertakes to provide the Executing Agency with advances of funds in such amounts and such currencies as will assist it in meeting current expenses on such activities.
2. The UNDP undertakes to share in such other costs, including undistributed costs of execution of technical co-operation activities, as the Executing Agency may incur in the provision of services to UNDP under this Agreement, in amounts determined in pursuance of such resolutions and decisions as the competent UNDP organs may adopt from time to time.

Article X. CURRENCY AND RATES OF EXCHANGE

1. The Parties shall consult from time to time regarding the use of currencies available to them, with a view to the effective utilization of such currencies.
2. The UNDP may establish operational rates of exchange for transactions between itself and the Executing Agency under this Agreement. Such rates of exchange may be revised by the UNDP in accordance with its Financial Regulations. The Parties shall consult one another, if necessary, on such rates of exchange.

Article XI. FINANCIAL RECORDS AND ACCOUNTS

1. The Executing Agency shall maintain accounts, records and supporting documentation relating to technical co-operation activities, including funds received and disbursed by it, in accordance with its Financial Regulations and Rules, insofar as applicable.
2. The Executing Agency shall furnish to the UNDP periodic reports on the financial situation of such activities at such times and in such form as the UNDP may request.
3. The Executing Agency shall cause its External Auditor to examine and report on its (the Executing Agency's) accounts and records relating to technical co-operation activities, and shall make its External Auditor's reports available to the UNDP.
4. Without restricting the generality of the foregoing provisions, the Executing Agency shall as soon as possible after the close of each financial year submit to the UNDP audited statements of accounts showing the status of funds provided it by the UNDP to finance technical co-operation activities.
5. The Executing Agency shall close the accounts of each technical co-operation activity as soon as practicable but no later than twelve months after the completion of the work set out in the Project Document or termination of the activity. Provision shall be made for unliquidated obligations valid at the closing of the accounts.