

II

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from 14 September 1978 to 26 September 1978

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du 14 septembre 1978 au 26 septembre 1978

Nº 814

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
INTER-AMERICAN DEVELOPMENT BANK**

Standard Basic Agreement concerning the United Nations Development Programme technical co-operation activities for development (with annex and exchange of letters dated 18 August and 18 September 1978). Signed at Washington on 18 August 1978 and at New York on 18 September 1978

Authentic text: English.

Filed and recorded by the Secretariat on 18 September 1978.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)
et
BANQUE INTERAMÉRICAINNE
DE DÉVELOPPEMENT**

Accord de base type concernant les activités du Programme des Nations Unies pour le développement en matière de coopération technique pour le développement (avec annexe et échange de lettres en date des 18 août et 18 septembre 1978). Signé à Washington le 18 août 1978 et à New York le 18 septembre 1978

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 18 septembre 1978.

AGREEMENT¹ BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE INTER-AMERICAN DEVELOPMENT BANK

The United Nations Development Programme and the Inter-American Development Bank,

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,

Conscious of the readiness of the Inter-American Development Bank (hereinafter called the Executing Agency) to execute certain projects in co-operation with UNDP,

Determined to enhance the effectiveness 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 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 co-operation 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, the recipient Government and the Executing Agency 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 18 September 1978 by signature, in accordance with article XIV (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. The Executing Agency further recognizes the Resident Representative as the central co-ordinating authority 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 the technical co-operation activities under this Agreement, 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 such 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 SERVICE FOR PROJECT STAFF; 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 with respect to personnel retained to work on UNDP-financed projects, 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 under this Agreement, 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, it being understood that such principles may include the system of two sealed envelopes for receiving proposals.

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 UNDP technical co-operation activity shall in all cases meet appropriate standards of qualifications or acceptability.

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 (including overhead) of technical co-operation activities, as the Executing Agency may incur in the provision of services to UNDP under this Agreement, as the Parties may agree in the respective Project Documents or otherwise.

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 under this Agreement, including funds received and disbursed by it, in accordance with its regulations and procedures, insofar as applicable.