

**No. 1036**

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**UNITED NATIONS  
(UNITED NATIONS DEVELOPMENT PROGRAMME)  
and  
UNITED NATIONS  
EDUCATIONAL, SCIENTIFIC  
AND CULTURAL ORGANIZATION**

**Executing Agency Agreement (with annex). Signed at Paris on  
8 June 1990, and at New York on 17 July 1990**

*Authentic text: English.*

*Filed and recorded by the Secretariat on 17 July 1990.*

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**ORGANISATION DES NATIONS UNIES  
(PROGRAMME DES NATIONS UNIES  
POUR LE DÉVELOPPEMENT)  
et  
ORGANISATION DES NATIONS UNIES  
POUR L'ÉDUCATION, LA SCIENCE ET LA CULTURE**

**Accord en tant qu'agent d'exécution (avec annexe). Signé à  
Paris le 8 juin 1990, et à New York le 17 juillet 1990**

*Texte authentique : anglais.*

*Classé et inscrit au répertoire par le Secrétariat le 17 juillet 1990.*

## EXECUTING AGENCY AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

The United Nations Development Programme and the United Nations Educational, Scientific and Cultural Organization (hereinafter called the "Parties"),

Considering that the General Assembly of the United Nations has established the United Nations Development Programme (hereinafter called the "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, and recalling the Consensus of 1970 (General Assembly Resolution 2688, XXV)<sup>2</sup> which was reconfirmed by the UNDP Governing Council decision 89/20 of June 1989,

Conscious of the readiness of the United Nations Educational, Scientific, and Cultural Organization (hereinafter called the "Executing Agency") to participate in technical co-operation activities of the UNDP with recipient governments, designed to give effect to the resolutions and decisions of the United Nations General Assembly, the Economic and Social Council and the UNDP Governing Council (hereinafter referred to as the "UNDP Governing Bodies"), and the General Conference and Executive Board of Unesco (hereinafter referred to as "Executing Agency Governing Bodies"),

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 recognize their complementary roles in the field of international development co-operation and hereby agree to join efforts to maintain close and continuing working relationships in order to achieve their respective mandates as well as their individual and common purposes. The Executing Agency recognizes the role of leadership of the UNDP within the United Nations system in the implementation of UNDP programmes, and agrees to participate in partnership with the UNDP and the recipient Governments concerned in the execution of technical co-operation activities (hereinafter referred to as 'Project(s)'). The relationship between the parties in the execution of such projects shall be governed by this Agreement.

### *Article II. CONDITIONS OF EXECUTION OF PROJECTS*

The basic conditions of execution of projects by the Executing Agency hereunder shall be those set forth in the relevant and applicable resolutions and decisions

<sup>1</sup> Came into force on 17 July 1990 by signature, in accordance with article XVII.

<sup>2</sup> United Nations, *Official Records of the General Assembly, Twenty-fifth Session, Supplement No. 28 (A/8028)*, p. 58.

of the UNDP and the Executing Agency Governing Bodies, the Standard Basic Assistance Agreement (SBAA) and other similar agreements as the UNDP may enter into with recipient governments. Copy of the text of the Standard Basic Assistance Agreement with Governments in current use by the UNDP is annexed to this Agreement. The UNDP shall consult with the Executing Agency on any substantial variation in the agreements concluded with recipient governments directly affecting the Executing Agency and shall provide the Executing Agency with copies of individual signed agreements.

The particular conditions of and the specifications relating to such projects shall be as set forth in such project documents or other similar instruments as the UNDP, the Executing Agency, and the recipient government may conclude (hereinafter called 'Project Documents').

### *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 UNDP Resident Representative, in that capacity, acts as team leader in relation to the representatives of the agencies participating in the programme taking into account the professional competence of the executing agency and its relationship with the appropriate organs of the recipient government. The Resident Representative also has the responsibility to assist the recipient government, as may be required, in co-ordinating the UNDP Programme with other national, bilateral, and multilateral programmes within the country. For this purpose, the Executing Agency agrees to keep the Resident Representative informed on the planning and formulation of projects relevant to or regulated by this agreement and vice versa.

### *Article IV. PROJECT CO-OPERATION*

1. The Parties shall co-operate fully with each other and with the recipient government concerned in the execution of projects with a view to the realization of the objectives described in the project documents. The Parties shall consult with each other with respect to any matters which might affect the successful completion of any such projects.

### *Article V. INFORMATION REGARDING PROJECTS*

1. The Parties shall from time to time exchange views with each other and with the recipient government on the progress of projects, the cost thereof and the benefits derived therefrom, and each shall comply with any reasonable request for information which the other may make in respect of such matters. The Executing Agency shall furnish the UNDP with periodic reports on the execution of projects at such times and in such forms as may be agreed to by the Parties.

2. The UNDP and the recipient government may at any time observe the progress of any projects carried out by the Executing Agency under this agreement, and the Executing Agency shall afford full facilities to the UNDP and the recipient government for this purpose.

### *Article VI. CONDITIONS OF PROJECT SERVICES*

1. With a view to securing the highest standards of efficiency, competence and integrity in the execution of projects, the UNDP shall develop conditions of service

for project staff in consultation with the appropriate organs of the United Nations system. The Executing Agency agrees to give sympathetic consideration to the adoption of any such conditions of service.

2. The Executing Agency agrees to observe to the maximum extent possible the principles of international competitive bidding in the procurement of goods and contracting of services for projects. The Executing Agency shall, in that context, give consideration to:

(a) The requirements of the UNDP governing bodies to allow a margin of preference in procurement from developing countries and under-utilized major donor countries;

(b) The need to make use of the various currencies available to the UNDP provided that such requirements and the use of the currencies are compatible with the Executing Agency's Rules and Regulations.

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 project shall in all cases meet the highest standards in terms of qualifications, competence and acceptability.

#### *Article VII. AGENCY STATUS AND ACCOUNTABILITY*

In the execution of projects, the Executing Agency shall have the legal status of independent contractor *vis-à-vis* the UNDP. The Executing Agency shall be accountable to the UNDP for its execution of such projects.

#### *Article VIII. INTELLECTUAL PROPERTY*

1. Ownership of patent rights, copyright rights, and other similar rights to any discoveries, inventions or works resulting from execution of projects under this agreement (hereinafter called the 'Patent Rights') shall vest in the UNDP, in accordance with the requirements of the Standard Basic Assistance Agreement between the UNDP and the government concerned.

2. The Executing Agency shall inform the UNDP promptly of any occasion to claim or assert ownership to such Patent Rights, and of the steps it has taken to secure the patent rights. The Executing Agency agrees to take such steps at the expense of UNDP, as are necessary, in consultation with the UNDP and the recipient government concerned, to secure protection of such Patent Rights through registration or otherwise in accordance with applicable law, to ensure that recipient governments receive such licences as necessary to permit them to use or exploit such Patent Rights.

#### *Article IX. COSTS OF PROJECTS*

1. The UNDP undertakes to meet all costs directly incurred by the Executing Agency in the execution of projects, in the amounts specified in the project budgets forming part of the project documents or as otherwise agreed between the parties. It further undertakes to provide the Executing Agency with advances of funds in such amounts and currencies as will assist it in meeting current expenses of such projects.

2. The UNDP undertakes to share in such other costs, including undistributed costs of execution of projects, as the Executing Agency may incur in the provision of services to the UNDP under this agreement, in amounts determined in pursuance

of the resolutions and decisions adopted by the UNDP governing bodies in consultation with the organizations of the United Nations system.

3. The Executing Agency shall be responsible for discharging all commitments and obligations with third parties incurred in the course of execution of projects pursuant to this Agreement. The UNDP shall not be responsible for any costs other than those specified under this Agreement.

#### *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 United Nations operational rate of exchange shall apply for currency conversions between the UNDP and the Executing Agency under this Agreement.

#### *Article XI. FINANCIAL RECORDS AND ACCOUNTS*

1. The Executing Agency shall maintain accounts, records and supporting documentation relating to projects, including funds received and disbursed by the Executing Agency, in accordance with the Executing Agency's Financial Regulations and Rules in so far as applicable.

2. The Executing Agency shall furnish to the UNDP periodic reports on the financial situation of projects in such form as UNDP may reasonably request, in compliance with the requirements of the UNDP governing bodies.

3. The Executing Agency shall cause its External Auditor or an independent external auditor to examine and report on the Executive Agency's accounts and records relating to projects, and shall make such 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 agreed period, submit to the UNDP audited statements of accounts showing the status of funds provided to it by the UNDP to finance projects.

5. The Executing Agency shall close the accounts of each project as soon as practicable, but normally no later than 12 months after the completion of the work set out in the project documents or termination of a project. Provisions shall be made for unliquidated obligations valid at the closing of the accounts.

#### *Article XII. SUSPENSION OR TERMINATION OF ASSISTANCE*

1. The parties hereto recognize that the successful completion and accomplishment of the purposes of a technical co-operation activity are of paramount importance, and that the UNDP may find it necessary to terminate its co-operation, or to modify the arrangements for execution of a technical co-operation activity, should circumstances arise which jeopardize successful completion or the accomplishment of the purposes of such an activity. The provisions of this Article shall apply to any such situations.

2. The UNDP shall consult with the Executing Agency if any circumstances, other than *force majeure*, arise which, in the judgement of the UNDP, interfere or threaten to interfere with the successful completion of a project, or the accomplishment of its purposes. The Executing Agency shall promptly inform the UNDP of any circumstances which might come to the Executing Agency's attention. The parties