

No. 1045

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
INTERNATIONAL ATOMIC
ENERGY AGENCY**

Executing Agency Agreement (with annexed Standard Basic Assistance Agreement and revised Supplementary Agreement). Signed at New York on 22 October 1990

Authentic text: English.

Filed and recorded by the Secretariat on 22 October 1990.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)
et
AGENCE INTERNATIONALE
DE L'ÉNERGIE ATOMIQUE**

Accord en qualité d'agent d'exécution (avec Accord type d'assistance de base et Accord supplémentaire révisé annexés). Signé à New York le 22 octobre 1990

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 22 octobre 1990.

EXECUTING AGENCY AGREEMENT¹ BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE INTERNATIONAL ATOMIC ENERGY AGENCY

The United Nations Development Programme and the International Atomic Energy Agency (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,

Conscious of the readiness of the International Atomic Energy Agency (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 of the General Conference and Board of Governors of the Executing Agency (hereinafter referred to as the "Executing Agency Governing Bodies"), and

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 for the achievement of those purposes, 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 as have been accepted by the Executing Agency shall be governed by this Agreement.

¹ Came into force on 22 October 1990 by signature, in accordance with article XVII.

ARTICLE II

Conditions of Execution of Projects

1. 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 of the UNDP Governing Bodies and Executing Agency Governing Bodies and such agreements as the UNDP and the Executing Agency may enter into with recipient Governments. 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").

2. 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 that text which it proposes to adopt for general use, and shall provide the Executing Agency with copies of individual signed Agreements.

3. The Standard text of the Revised Supplementary Agreement with Member States for the provision of technical assistance in current use by the Executing Agency is annexed to this Agreement. The Executing Agency shall consult with the UNDP on any substantial variation in that text which it proposes to adopt for general use and shall provide the UNDP with copies of individual signed agreements.

ARTICLE III

The UNDP Resident Representative

The Parties recognize that UNDP Resident Representatives in a country have 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 representative of the agencies participating in the Programme. 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 its projects.

ARTICLE IV

Project Co-operation

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 organizations 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,

- (a) to the requirements of the UNDP Governing Bodies to allow a margin of preference in the procurement of goods and services for developing countries and under-utilized major donor countries,
- (b) to the need to make use of the various currencies available to the 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 Project shall in all cases meet the highest standards in terms of qualifications and competence, and be acceptable to the UNDP.

ARTICLE VII

Agency Status and Accountability

In the execution of Projects, 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 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, it being understood that nothing in this provision shall preclude all results of Projects executed under this Agreement that relate to atomic energy being made available, through the Executing Agency, for the development and practical application of atomic energy for peaceful purposes throughout the world.

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 as are necessary, in consultation with the UNDP and the recipient Government concerned, to secure the protection of such Patent Rights through registration or otherwise in accordance with applicable law, and 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 of the UNDP Governing Bodies.

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 paragraphs 1 and 2 of this Article.

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.