

**No. 32296**

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**UNITED NATIONS  
(UNITED NATIONS DEVELOPMENT PROGRAMME)  
and  
THE FORMER YUGOSLAV REPUBLIC  
OF MACEDONIA**

**Exchange of letters constituting a Standard Basic Assistance  
Agreement. New York, 18 October 1995 and Skopje,  
30 October 1995**

*Authentic text: English and Macedonian.*

*Registered ex officio on 30 October 1995.*

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**ORGANISATION DES NATIONS UNIES  
(PROGRAMME DES NATIONS UNIES  
POUR LE DÉVELOPPEMENT)  
et  
L'EX-RÉPUBLIQUE YOUGOSLAVE  
DE MACÉDOINE**

**Échange de lettres constituant un Accord-type d'assistance de  
base. New York, 18 octobre 1995 et Skopje, 30 octobre  
1995**

*Texte authentique : anglais et macédonien.*

*Enregistré d'office le 30 octobre 1995.*

EXCHANGE OF LETTERS CONSTITUTING A STANDARD BASIC  
ASSISTANCE AGREEMENT<sup>1</sup> BETWEEN THE UNITED NA-  
TIONS (UNITED NATIONS DEVELOPMENT PROGRAMME)  
AND THE FORMER YUGOSLAV REPUBLIC OF MACEDONIA

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UNITED NATIONS DEVELOPMENT PROGRAMME

THE ADMINISTRATOR

Dear Mr. Minister,

I refer to the discussions held between representatives of your Government and of the United Nations Development Programme (hereinafter referred to as the “UNDP”) concerning the assistance that could be provided by UNDP to the Government in carrying out its development programmes and projects.

Set out below in paragraphs 1 to 13 are the basic conditions under which UNDP and its Executing Agencies shall provide their assistance to the Government in the carrying out of its development programmes and projects and under which such assisted programmes and projects shall be executed.

UNDP wishes to confirm that these basic conditions shall apply to all such UNDP assistance and to such Project Documents or other instruments (hereinafter referred to as “Project Documents”) as the Parties may conclude to define the particulars of such assistance and the respective responsibilities of the Parties and of the Executing Agencies in more detail in regard to such programmes and projects.

1. PROVISION OF ASSISTANCE

Assistance shall be provided by the UNDP only in response to requests submitted by the Government and approved by the UNDP. Such assistance shall be made available to the Government, or to such entity as the Government may designate, and shall be furnished and received in accordance with the relevant and applicable resolutions and decisions of the competent UNDP organs, and subject to the availability of the necessary funds to the UNDP.

2. FORMS OF ASSISTANCE

2.1. Assistance which may be made available by the UNDP to the Government may consist of:

(a) The services of advisory experts and consultants, including consultant firms or organizations, selected by and responsible to, the UNDP or the Executing Agency concerned;

(b) The services of operational experts selected by the Executing Agency, to perform functions of an operational, executive or administrative character as civil

<sup>1</sup> Came into force on 30 October 1995 by the exchange of the said letters.

servants of the Government or as employees of such entities as the Government may designate under paragraph 1 hereof:

(c) The services of members of the United Nations Volunteers (hereinafter called volunteers);

(d) Equipment and supplies not readily available in the country;

(e) Seminars, training programmes, demonstration projects, expert working groups and related activities;

(f) Scholarships and fellowships, or similar arrangements under which candidates nominated by the Government and approved by the Executing Agency concerned may study or receive training; and

(g) Any other form of assistance which may be agreed upon by the Government and the UNDP.

2.2. Requests for assistance shall be presented by the Government to the UNDP through the UNDP resident representative in the country (referred to in sub-paragraph 2.4 (a) of this paragraph), and in the form and in accordance with procedures established by the UNDP for such requests. The Government shall provide the UNDP with all appropriate facilities and relevant information to appraise the request, including an expression of its intent with respect to the follow-up of investment-oriented projects.

2.3. Assistance may be provided by the UNDP to the Government either directly, with such external assistance as it may deem appropriate, or through an Executing Agency, which shall have primary responsibility for carrying out UNDP assistance to the project and which shall have the status of an independent contractor for this purpose. Where assistance is provided by the UNDP directly to the Government, all references to an Executing Agency shall be construed to refer to the UNDP, unless clearly inappropriate from the context.

2.4. (a) The UNDP may maintain a permanent Mission, headed by a resident representative, in the country to represent the UNDP therein and be the principal channel of communication with the Government on all Programme matters. The Resident Representative shall have full responsibility and ultimate authority, on behalf of the UNDP Administrator, for the UNDP programme in all its aspects in the country, and shall be team leader in regard to such representatives of other United Nations organizations as may be posted in the country, taking into account their professional competence and their relations with appropriate organs of the Government. The Resident Representative shall maintain liaison on behalf of the Programme with the appropriate organs of the Government, including the Government's co-ordinating agency for external assistance, and shall inform the Government of the policies, criteria and procedures of the UNDP and other relevant programmes of the United Nations. He shall assist the Government, as may be required, in the preparation of UNDP country programme and project requests, as well as proposals for country programme or project changes, assure proper co-ordination of all assistance rendered by the UNDP through various Executing Agencies or its own consultants, assist the Government, as may be required, in co-ordinating UNDP activities with national, bilateral and multilateral programmes within the country, and carry out such other functions as may be entrusted to him by the Administrator or by an Executing Agency.

(b) The UNDP mission in the country shall have such other staff as the UNDP may deem appropriate to its proper functioning. The UNDP shall notify the Government from time to time of the names of the members, and of the families of the members, of the mission, and of changes in the status of such persons.

### 3. EXECUTION OF PROJECTS

3.1. The Government shall remain responsible for its UNDP-assisted development projects and the realization of their objectives as described in the relevant Project Documents, and shall carry out such parts of such projects as may be stipulated in the provisions of this Exchange of Letters and such Project Documents. The UNDP undertakes to complement and supplement the Government's participation in such projects through assistance to the Government pursuant [to] this Exchange of Letters and the Work Plans forming part of such Project Documents, and through assistance to the Government in fulfilling its intent with respect to investment follow-up. The Government shall inform UNDP of the Government Cooperating Agency directly responsible for the Government's participation in each UNDP-assisted project. Without prejudice to the Government's overall responsibility for its projects, the Parties may agree that an Executing Agency shall assume primary responsibility for execution of a project in consultation and agreement with the Cooperating Agency, and any arrangements to this effect shall be stipulated in the project Work Plan forming part of the Project Document together with arrangements, if any, for transfer of such responsibility, in the course of project execution, to the Government or to an entity designated by the Government.

3.2. Compliance by the Government with any prior obligations agreed to be necessary or appropriate for UNDP assistance to a particular project shall be a condition of performance by the UNDP and the Executing Agency of their responsibilities with respect to that project. Should provision of such assistance be commenced before such prior obligations have been met, it may be terminated or suspended without notice and at the discretion of the UNDP.

3.3. Any agreement between the Government and an Executing Agency concerning the execution of a UNDP-assisted project or between the Government and an operational expert shall be subject to the provisions of this Exchange of Letters.

3.4. The Cooperating Agency shall as appropriate and in consultation with the Executing Agency assign a full-time director for each project who shall perform such functions as are assigned to him by the Cooperating Agency. The Executing Agency shall as appropriate and in consultation with the Government appoint a Chief Technical Adviser or Project Coordinator responsible to the Executing Agency to oversee the Executing Agency's participation in the project at the project level. He shall supervise and coordinate activities of experts and other Executing Agency personnel and be responsible for the on-the-job training of national Government counterparts. He shall be responsible for the management and efficient utilization of all UNDP-financed inputs, including equipment provided to the project.

3.5. In the performance of their duties, advisory experts, consultants and volunteers shall act in close consultation with the Government and with persons or bodies designated by the Government, and shall comply with such instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the UNDP and the Executing Agency concerned and the Government. Operational experts shall be

solely responsible to, and be under the exclusive direction of, the Government or the entity to which they are assigned, but shall not be required to perform any functions incompatible with their international status or with the purposes of the UNDP or of the Executing Agency. The Government undertakes that the commencing date of each operational expert in its service shall coincide with the effective date of his contract with the Executing Agency concerned.

3.6. Recipients of fellowships shall be selected by the Executing Agency. Such fellowships shall be administered in accordance with the fellowship policies and practices of the Executing Agency.

3.7. Technical and other equipment, materials, supplies and other property financed or provided by the UNDP shall belong to the UNDP unless and until such time as ownership thereof is transferred, on terms and conditions mutually agreed upon between the Government and the UNDP, to the Government or to an entity nominated by it.

3.8. Patent rights, copyright rights, and other similar rights to any discoveries or work resulting from UNDP assistance shall belong to the UNDP. Unless otherwise agreed by the Parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty or any charge of similar nature.

#### 4. INFORMATION CONCERNING PROJECTS

4.1. The Government shall furnish the UNDP with such relevant reports, maps, accounts, records, statements, documents and other information as it may request concerning any UNDP-assisted project, its execution or its continued feasibility and soundness, or concerning the compliance by the Government with its responsibilities under this Exchange of Letters or Project Documents.

4.2. The UNDP undertakes that the Government shall be kept currently informed of the progress of its assistance activities under this Exchange of Letters. Either party shall have the right, at any time, to observe the progress of operations on UNDP-assisted projects.

4.3. The Government shall, subsequent to the completion of a UNDP-assisted project, make available to the UNDP at its request information as to benefits derived from and activities undertaken to further the purposes of that project, including information necessary or appropriate to its evaluation or to evaluation of UNDP assistance, and shall consult with and permit observation by the UNDP for this purpose.

4.4. Any information or material which the Government is required to provide to the UNDP under this paragraph shall be made available by the Government to an Executing Agency at the request of the Executing Agency concerned.

4.5. The Parties shall consult each other regarding the publication, as appropriate, of any information relating to any UNDP-assisted project or to benefits derived therefrom. However, any information relating to any investment-oriented project may be released by the UNDP to potential investors, unless and until the Government has requested the UNDP in writing to restrict the release of information relating to such project.