

**No. 42379**

---

**United Nations  
and  
United States of America**

**Agreement between the United Nations and the United States of America acting through the Government Accountability Office concerning the treatment of the United Nations' confidential information relating to the United Nations Capital Master Plan. New York, 14 February 2006 and 15 February 2006**

**Entry into force:** *15 February 2006 by signature, in accordance with section VIII*

**Authentic texts:** *English*

**Registration with the Secretariat of the United Nations:** *ex officio, 15 February 2006*

---

**Organisation des Nations Unies  
et  
États-Unis d'Amérique**

**Accord entre l'Organisation des Nations Unies et les États-Unis d'Amérique, agissant au nom du "Government Accountability Office", relatif au traitement de l'information confidentielle des Nations Unies concernant le Plan-cadre d'équipement des Nations Unies. New York, 14 février 2006 et 15 février 2006**

**Entrée en vigueur :** *15 février 2006 par signature, conformément à la section VIII*

**Textes authentiques :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *d'office, 15 février 2006*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

AGREEMENT BETWEEN UNITED NATIONS AND THE UNITED STATES  
OF AMERICA ACTING THROUGH THE GOVERNMENT  
ACCOUNTABILITY OFFICE CONCERNING THE TREATMENT OF  
THE UNITED NATIONS' CONFIDENTIAL INFORMATION RELATING  
TO THE UNITED NATIONS CAPITAL MASTER PLAN

This agreement is made by and between:

the United Nations (the "UN" or "United Nations"), an international intergovernmental organization with its Headquarters in New York, New York 10017, U.S.A. (also hereinafter, "Discloser"); and,

the United States of America, acting through the Government Accountability Office (the "GAO"), an organ of the Government of the United States of America and having its principal offices located at 441 G Street, NW, Washington, DC 20548 (also hereinafter, the "Recipient").

The Discloser and Recipient are also referred to collectively as the "Parties" and individually as a "Party."

Whereas, the United Nations has planned a renovation of its facilities at the United Nations Headquarters District (the "Capital Master Plan");

Whereas, the GAO has requested certain information, and has asked to examine certain documentation, relating to the Capital Master Plan in order to facilitate its review of the state of the Capital Master Plan on behalf of the United States Congress (GAO engagement 320378);

Whereas, the United Nations in its sole discretion may choose, on a voluntary basis, and without prejudice to the privileges and immunities of the United Nations, as set forth in the Convention on the Privileges and Immunities of the United Nations, dated 13 February 1946, (hereinafter, the "Convention") and the Agreement between the United Nations and the United States of America regarding the Headquarters of the United Nations, dated 26 June 1947, (hereinafter, the "Headquarters Agreement"), to provide the GAO with, or give access to, certain Confidential Information, as defined in Section I below;

Whereas, the UN desires to maintain the confidentiality of such Confidential Information, as well as to prevent the disclosure of such Confidential Information other than as permitted in accordance with this Agreement; and,

Whereas, the Recipient acknowledges that the UN intends to prevent the unauthorized disclosure of such Confidential Information and that, in consideration for being provided with, or being given access to, such Confidential Information, the Recipient shall use, protect and disclose such Confidential Information in accordance with the terms and conditions of this Agreement.

Now therefore, the Parties agree as follows:

### *Section I*

"Confidential Information," whenever used in this Agreement shall mean any information disclosed by the Discloser to the Recipient in written, oral, recorded, photographic, or any other form, and in any medium, whether now known or hereinafter invented, including, but not limited to, information regarding the business processes, operations, activities, plans, financial information, data or records relating to personnel, agents, officials and representatives, and any other information that, at the time of disclosure to the Recipient, the Discloser has marked or labeled, "Confidential" or, "Restricted," or is otherwise marked, labeled or otherwise referred to by the Discloser as confidential in any other manner.

### *Section II*

Confidential Information that is delivered or otherwise disclosed by the Discloser to the Recipient shall be held in confidence by the Recipient and shall be handled as follows:

(a) The Recipient shall use the same care to avoid disclosure, publication or dissemination of the Confidential Information as it uses with its own similar information that it does not disclose, publish or disseminate, and Recipient hereby represents and warrants that such degree of care is reasonably designed to protect the confidentiality of Confidential Information from disclosure, publication or dissemination other than in accordance with this Agreement; and,

(b) The Recipient shall use the Confidential Information solely for the purpose of reviewing the state of the Capital Master Plan or otherwise for the benefit of the Discloser.

### *Section III*

All Confidential Information in any form and on any medium, including all copies thereof, disclosed to the Recipient shall be returned to the Discloser at the request of the Discloser.

### *Section IV*

Without prejudice to any other provision of this Agreement, the UN may specify that certain information, documents and drawings may be examined by representatives of the GAO at UN Headquarters in New York during normal business hours, but may not be copied or removed from UN Headquarters.

### *Section V*

Any dispute between the United Nations and the Recipient relating to the interpretation and application of the present Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint

a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

#### *Section VI*

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN, including its subsidiary organs and officials under the Convention and the Headquarters Agreement.

#### *Section VII*

This Agreement shall only be amended by a written consent signed by the Parties.

#### *Section VIII*

The Parties acknowledge and agree that their representatives who have signed this Agreement had Full Powers to do so and to fully bind the Party being represented by doing so.

(a) This Agreement shall enter into force as from the date that this Agreement has been signed by the Parties hereto. If the Agreement is signed on different dates by the Parties, then the Agreement shall enter into force on the later date on which it has been signed by both Parties.

(b) The Agreement shall remain in force for an initial period of one year. The Agreement may be extended beyond the one-year period by a written consent signed by the Parties.

(c) Either Party may terminate this Agreement by providing written notice to the other, provided, however, that the obligations and restrictions herein regarding the Confidential Information shall remain effective following any such termination or any other termination or expiration of this Agreement.