

No. 48976

**United Nations (United Nations Development Programme)
and
South Sudan**

Exchange of letters constituting an agreement between the United Nations Development Programme and the Republic of South Sudan concerning the interim legal measures to ensure continuity of UNDP's operations in South Sudan (with annexed Agreement). Juba, 9 July 2011

Entry into force: *9 July 2011, in accordance with the provisions of the said letters*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *ex officio, 16 September 2011*

**Organisation des Nations Unies (Programme des Nations Unies
pour le développement)
et
Soudan du Sud**

Échange de lettres constituant un accord entre le Programme des Nations Unies pour le développement et la République du Soudan du Sud en vue d'assurer la continuité des opérations du PNUD au Soudan du Sud (avec Accord annexé). Djouba, 9 juillet 2011

Entrée en vigueur : *9 juillet 2011, conformément aux dispositions desdites lettres*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *d'office, 16 septembre 2011*

[ENGLISH TEXT – TEXTE ANGLAIS]

I

9 July 2011

Excellency,

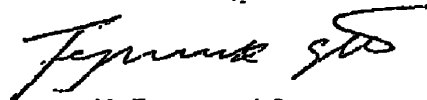
I have the honor to refer to discussions held between the United Nations Development Programme (UNDP) and the Government of South Sudan concerning interim legal measures relating to the presence and operations of UNDP in South Sudan following the declaration of independence of South Sudan.

With the present letter, I wish to propose that pending conclusion of the Standard Basic Assistance Agreement (hereinafter the "SBAA") between UNDP and the Government of South Sudan, the Government of South Sudan agrees that the provisions of the Model Standard Basic Assistance Agreement, attached hereto shall apply to UNDP, its premises, property, funds, and assets as well as to its personnel and their activities in South Sudan.

In order to ensure uninterrupted continuity of UNDP's operations in South Sudan, I recommend we receive your Government's confirmation in writing of the above immediately following the declaration of independence. Thereafter, this exchange of letters shall constitute the Agreement between UNDP and your Government concerning the assistance of UNDP to South Sudan. The Agreement shall enter into force on the date of your confirmation and shall remain in force until the conclusion of the SBAA between UNDP and the Government of South Sudan.

Accept, Excellency, the assurances of the highest consideration.

Yours sincerely,



Mr. Tegegnework Gettu
Director
Regional Bureau for Africa
UNDP

H.E. Deng Alor Kuol
Minister of Foreign Affairs and International Cooperation
Government of South Sudan

**Standard Basic Assistance Agreement (SBAA) between
the recipient Government and the UNDP**

AGREEMENT

BETWEEN

(Country)

AND

THE UNITED NATIONS DEVELOPMENT PROGRAMME

WHEREAS 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 at solving the most important problems of their economic development and to promote social progress and better standards of life; and

WHEREAS the Government of _____ wishes to request assistance from the UNDP for the benefit of its people;

NOW THEREFORE the Government and the UNDP (hereinafter called the Parties) have entered into this Agreement in a spirit of friendly co-operation.

Article I

Scope of this Agreement

1. This Agreement embodies the basic conditions under which the UNDP and its Executing Agencies shall assist the Government in carrying out its development projects, and under which such UNDP-assisted projects shall be executed. It shall apply to all such UNDP assistance and to such project Documents or other instruments (hereinafter called Project Documents) as the Parties may conclude to define the particulars of such assistance and the respective responsibilities of the Parties and the Executing Agency hereunder in more detail in regard to such projects.
2. Assistance shall be provided by the UNDP under this Agreement 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.

Article II

Forms of Assistance

1. Assistance which may be made available by the UNDP to the Government under this Agreement 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 servants of the Government or as employees of such entities as the Government may designate under Article I, paragraph 2, hereof;

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

(d) Equipment and supplies not readily available in _____
(hereinafter called 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. Requests for assistance shall be presented by the Government to the UNDP through the UNDP resident representative in the country (referred to in paragraph 4(a) of this Article), 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.

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 in this Agreement to an Executing Agency shall be construed to refer to the UNDP, unless clearly inappropriate from the context.

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.

Article III

Execution of Projects

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 Agreement and such Project Documents. The UNDP undertakes to complement and supplement the Government's participation in such projects through assistance to the Government in pursuance of this Agreement and the Work Plan 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 Co-operating 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 Co-operating 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.