

**No. 49470. United Nations and India**

AGREEMENT BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF INDIA RELATING TO THE ESTABLISHMENT OF THE SUBREGIONAL OFFICE FOR SOUTH AND SOUTH-WEST ASIA OF THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR ASIA AND THE PACIFIC. BANGKOK, 13 MARCH 2012 [*United Nations, Treaty Series*, vol. 2824, I-49470.]

AGREEMENT BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF INDIA REGARDING ADMINISTRATIVE AND FINANCIAL ARRANGEMENTS FOR THE ESCAP OFFICE FOR SOUTH AND SOUTH-WEST ASIA. NEW DELHI, 6 SEPTEMBER 2012

**Entry into force:** 6 September 2012 by signature, in accordance with article 18

**Authentic text:** English

**Registration with the Secretariat of the United Nations:** ex officio, 1 March 2013

**N° 49470. Organisation des Nations Unies et Inde**

ACCORD ENTRE L'ORGANISATION DES NATIONS UNIES ET LE GOUVERNEMENT DE L'INDE RELATIF À LA CRÉATION D'UN BUREAU SOUS-RÉGIONAL POUR L'ASIE DU SUD ET DU SUD-OUEST DE LA COMMISSION ÉCONOMIQUE ET SOCIALE DES NATIONS UNIES POUR L'ASIE ET LE PACIFIQUE. BANGKOK, 13 MARS 2012 [*Nations Unies, Recueil des Traités*, vol. 2824, I-49470.]

ACCORD ENTRE L'ORGANISATION DES NATIONS UNIES ET LE GOUVERNEMENT DE L'INDE RELATIF AUX ARRANGEMENTS ADMINISTRATIFS ET FINANCIERS DU BUREAU DE LA CESAP POUR L'ASIE DU SUD ET DU SUD-OUEST. NEW DELHI, 6 SEPTEMBRE 2012

**Entrée en vigueur :** 6 septembre 2012 par signature, conformément à l'article 18

**Texte authentique :** anglais

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** d'office, 1<sup>er</sup> mars 2013

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**AGREEMENT**  
**BETWEEN THE UNITED NATIONS AND**  
**THE GOVERNMENT OF INDIA**  
**REGARDING**  
**ADMINISTRATIVE AND FINANCIAL ARRANGEMENTS FOR**  
**THE ESCAP OFFICE FOR SOUTH AND SOUTH-WEST ASIA**

WHEREAS pursuant to General Assembly resolution 63/260 of 24 December 2008, the Subregional Office of the UN Economic and Social Commission for Asia and the Pacific (hereinafter the “ESCAP”) for South and South-West Asia (hereinafter “the Office”) has been established;

WHEREAS the Government of India (hereinafter “the Government”) has offered to host the Office and to provide premises for the Office (hereinafter “the Premises”), and make voluntary contributions in cash to be used by ESCAP in meeting the cost of the operation and maintenance of the Premises, as well as programme activities of the Office (hereinafter “the Contribution”);

WHEREAS the United Nations and the Government concluded a Host Country Agreement concerning the Office (hereinafter “Host Country Agreement”) on 13 March 2012; and

WHEREAS, pursuant to Article XX of the Host Country Agreement, the United Nations and the Government (hereinafter "the Parties") wish to conclude a Supplementary Agreement setting out the terms and conditions for the occupancy and use of the Premises and the disbursement and use of the Contribution.

NOW THEREFORE, the United Nations and the Government hereby agree as follows:

### **Article 1**

1. The Government shall provide the occupancy and use of the premises, as referred to in paragraph 2 below, together with suitable parking space, for the use of the Office, free of rent, taxes, encumbrances and other charges, subject to Article XI (1)(a) of the Host Country Agreement, for as long as the Office shall remain established in India, or until such time the Host Country Agreement is terminated under Article XX (5) thereof.
2. The Office shall be located within the premises provided by the Government under the Agreement concerning the Headquarters of the Asian and Pacific Centre for the Transfer of Technology (hereinafter "APCTT") concluded on the seventh day of April, nineteen ninety four (hereinafter "APCTT Agreement") subject to the following:
  - (i) The Heads of the SRO Office and of APCTT shall mutually and amicably agree on the arrangement for the sharing of the premises provided by the Government pursuant to the APCTT Agreement (hereinafter "the Premises"); and
  - (ii) The location of the Office in the Premises shall not entail any additional financial burden on APCTT.

### **Article 2**

The Government undertakes, prior to the occupancy and use of the Premises by the Office, to ensure that they are properly prepared for such occupancy and use.

**Article 3**

The Government shall notify the United Nations in advance in writing should it become necessary for duly authorized representatives of the Government to inspect, repair, maintain, or reconstruct the Premises or a portion thereof. The United Nations shall make suitable arrangements to enable such authorized representatives to enter the Premises, under conditions which shall not unreasonably disturb the carrying out of the functions of the Office.

**Article 4**

The Government shall make every effort to ensure that activities in the vicinity of the Premises shall not adversely affect the use of the Premises by the United Nations.

**Article 5**

The Government shall be responsible for regular, routine repair and maintenance of the premises and facilities of APCTT as per Article XIII of the APCTT Agreement. The United Nations shall be responsible for the regular maintenance and minor repairs of the interior of the Premises.

**Article 6**

1. The United Nations may, after notification in writing to the Government and subject to the consent of the Government, make alterations, attach fixtures and erect additions, structures and signs in or upon the Premises, and shall, pursuant to Article V (4) of the Host Country Agreement, have the right to affix flagpoles, office signs and insignia outside the building and on the Premises, which fixtures, additions or structures so placed in or upon or attached to the building and the Premises not forming part of the realty, shall be and remain the property of the United Nations. Consent by the Government is presumed if no objection to the notification has

been received within fifteen (15) working days of delivery of such notification to the Government.

2. The United Nations shall retain the ownership of and title to any installations, additions, furniture, equipment and fixtures that the United Nations may, from time to time, furnish or install at its own expense, all or any of which the United Nations reserves the right at its election to remove at any time during the term of this Agreement. In that event, the United Nations shall repair any damage to the Premises caused by such removal.

#### Article 7

1. The United Nations shall not be responsible for any loss of or damage to the Premises caused by any reason whatsoever except for that attributable to the United Nations' gross negligence or that of its employees. Without limiting the generality of the foregoing, the United Nations shall not be responsible for any loss of or damage to the Premises caused by civil disturbances, riots, vandalism, wars, floods, earthquakes or other force majeure.

2. The United Nations may take out insurance against loss of or damage to fixtures, furnishings and equipment owned by the United Nations or its personnel.

3. The Government may take out insurance against loss of or damage to the Premises at its own discretion and expense. Notwithstanding the foregoing, the Government shall, at its own cost, or through the proceeds from insurance, make all necessary repairs to the Premises.

#### Article 8

1. Should the Premises or any part thereof be damaged by fire or any other cause, the Government shall, in case of partial damage of the Premises, restore such damaged Premises. In the event that, in the sole discretion of the United Nations, the Premises are totally destroyed or otherwise rendered unfit for further occupancy or use, by fire or any other cause, the Government shall provide the United Nations, without undue delay, with other suitable and