

No. 55281*

**United Nations
and
Kazakhstan**

Agreement between the United Nations and the Government of the Republic of Kazakhstan regarding administrative and financial arrangements for the Subregional Office for North and Central Asia. Bangkok, 11 July 2016

Entry into force: *11 April 2018 by notification, in accordance with article 18*

Authentic texts: *English, Kazakh and Russian*

Registration with the Secretariat of the United Nations: *ex officio, 1 July 2018*

**No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

**Organisation des Nations Unies
et
Kazakhstan**

Accord entre l'Organisation des Nations Unies et le Gouvernement de la République du Kazakhstan relatif aux arrangements administratifs et financiers concernant le Bureau sous-régional pour l'Asie du Nord et l'Asie centrale. Bangkok, 11 juillet 2016

Entrée en vigueur : *11 avril 2018 par notification, conformément à l'article 18*

Textes authentiques : *anglais, kazakh et russe*

Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies : *d'office, 1^{er} juillet 2018*

**Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information.*

[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT
BETWEEN THE UNITED NATIONS AND
THE GOVERNMENT OF REPUBLIC OF KAZAKHSTAN
REGARDING
ADMINISTRATIVE AND FINANCIAL ARRANGEMENTS FOR
THE SUBREGIONAL OFFICE FOR NORTH AND CENTRAL ASIA**

The United Nations Organization and the Government of the Republic of Kazakhstan hereinafter the Parties;

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

WHEREAS the Government of the Republic of Kazakhstan (hereinafter “the Government”) has offered to host the Office and to provide office premises for the Office (hereinafter “the Premises”), and make a voluntary monetary contribution 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 an Agreement between the United Nations and the Government of the Republic of Kazakhstan concerning the establishment of the Subregional Office of the United Nations Economic and Social Commission for Asia and the Pacific of 4 May 2011 (hereinafter “Headquarters Agreement”); and

WHEREAS, pursuant to Article IV of the Headquarters Agreement, the United Nations and the Government (hereinafter “the Parties”) intend to conclude an Agreement setting out the terms and conditions for the occupancy and use of the Premises and the disbursement and use of the Contribution.

Hereby agree as follows:

Article 1

The Government shall provide the occupancy and use of premises, comprising not less than two hundred and seventy square meters at a location jointly agreed upon by the Parties in Almaty, together with parking space, for the use of the Office, free of rent, taxes, and other charges, except utility costs for as long as the Office shall remain established in the Republic of Kazakhstan, or until such time as the Headquarters Agreement is terminated under Article IX, paragraph 3 thereof.

Article 2

1. The cash Contribution provided by the Government will be used by ESCAP to reconstruct, renovate and prepare the Premises prior to its occupancy and use by the Office. The Government undertakes to facilitate in repairing works ESCAP requires in the reconstruction and preparation of the Premises for such occupancy and use.

2. Prior to the occupancy and use of the Premises by the Office, representatives of the Government and ESCAP shall inspect the Premises and sign a certificate of acceptance describing the condition of the Premises.

Article 3

The Government shall notify the Office one (1) month in advance in writing should it become necessary for duly authorized representatives of the Government to inspect, repair, maintain, or reconstruct the Premises. The United Nations shall ensure access to the building for the aforementioned representatives of the Government.

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 United Nations shall be responsible for the regular maintenance and minor repairs of the interior of the Premises in accordance with Annex 1 (which is an integral part of this Agreement), the cost of which shall be charged to the Contribution referred to in Article 10 of this Agreement. The Government shall be responsible for, and shall cover all costs and expenses of, any other repairs and modifications to the Premises, except for those expressly set forth in the preceding sentence, including structural repairs and replacements to the building, installations, modifications and repairs of which shall be acceptable to both Parties.

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 mounting equipment, and erect additions, structures and signs in or upon the Premises, and shall have the right to affix flagpoles, office signs and insignia outside the building and on the Premises, which mounting equipment, 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 30 (thirty) 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, and mounting equipment 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 or damage at the Premises that occurred for any reason whatsoever except for cases of gross negligence on the part of the United Nations or its employees. i.e. attributable to failure to follow fire safety regulations, environmental damage, and improper use of technical equipment. The United

Nations shall not be responsible for any loss or damage at 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 furnishings and equipment owned by the United Nations or its personnel at its own expense.

3. The Government may take out insurance against loss of or damage to the Premises at its own discretion and expense.

Article 8

1. Should the Premises be damaged by fire or any other cause, the Government shall, in case of partial damage of the Premises, restore such damage to the Premises. Should the Premises be 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 comparable premises acceptable to the United Nations, under terms and conditions similar to those under which the Premises are provided under this Agreement, and shall cover all costs directly and indirectly related to the move of the Office to such new premises. In the event that restored or other suitable and comparable premises acceptable to the United Nations are not available or in case the Premises are rendered unfit for further occupancy and use in the opinion of the United Nations, either Party, following consultations with the other Party, may terminate the Headquarters Agreement in accordance with Article IX of the Agreement.

2. Except as provided in paragraph 1 of this Article, should the Premises no longer be available, or in case of any foreclosure, condemnation or other lawful taking, or if the Government offers new premises, the Government shall provide the United Nations, without undue delay, with such other suitable and comparable premises acceptable to the United Nations, under terms and conditions similar to those under which the Premises are provided hereunder, and shall cover all costs directly and indirectly related to the move of the Office to such new premises. The Office shall remain in the Premises until such time that the new premises are available for occupancy.

Article 9

In the event that the Office vacates the Premises, the United Nations shall surrender to the Government the Premises in as good a condition as when taken, reasonable wear and tear, and damage by the elements and events of force majeure excepted, it being understood that the United Nations shall not be required to restore the Premises to the shape and state existent prior to any alterations or changes that may have been executed by the United Nations or the Government in accordance with this Agreement, except as provided in Article 6 of this Agreement.

Article 10

1. In accordance with the procedure referred to in paragraph 2 below, the Government shall place at the disposal of ESCAP an annual contribution of US\$100,000 (one hundred thousand United States Dollars) not later than 20 April commencing in the year 2016. The contribution shall be used to cover expenses for policy measures, as well as institutional and operational costs of the Office.

2. The Government shall deposit the funds as provided in this Article in ESCAP's bank account as per the following details:

Account Name:	UN ESCAP Technical Cooperation Trust Fund
Bank Name:	JP Morgan Chase Bank
Account No.:	485-002051
Bank Address:	International Agencies Banking Group 1166 Avenue of the Americas, 20th Floor New York, NY 10036-2708 USA
Bank ABA Code:	021000021
Bank SWIFT Code:	CHASUS33

3. Any interest accrued to the Government's contributions under paragraph 1 of Article 10 of this Agreement will be credited to the Contribution and used in accordance with this Agreement.

4. If there is any remaining Contribution and/or interest accrued to the Contribution upon expiry of the term of this Agreement, or termination under Article [IX] of the Headquarters Agreement, after legally binding commitments are satisfied therefrom, the Parties hereby agree that any such unspent balance shall be used to cover the institutional and operational costs of the Office in subsequent years, if applicable.

Article 11

The United Nations shall establish a trust fund under its Financial Regulations and Rules for the receipt and administration of the aforesaid funds. The trust fund and the activities financed from it shall be administered by the United Nations in accordance with the applicable regulations, rules, and policies.

Article 12

All financial accounts and statements related to the trust fund shall be expressed in United States Dollars.

Article 13

The trust fund shall cover, in accordance with applicable United Nations regulations and rules, all institutional and operational costs of the Office, and other costs as shall be agreed in writing by the Parties.

Article 14

1. Ownership of equipment, supplies and other property financed from this trust fund shall vest in the United Nations.

2. The Office or any other facilities that are provided by the Government for the sole purpose of use by the Office shall remain the property of the Government.