

TECHNICAL COOPERATION TRUST FUND AGREEMENT

BETWEEN THE UNITED NATIONS

AND THE GOVERNMENT OF <...>

WHEREAS the United Nations, represented by the United Nations Department of Economic and Social Affairs (hereinafter referred to as “DESA”), and the Government of <...> (hereinafter referred to as the “Government”), have agreed to cooperate in the implementation of a project entitled “...” (hereinafter referred to as “the project”), which project is described in Attachment A hereto;

WHEREAS the Government has informed the United Nations of its willingness to provide facilities and funds necessary for carrying out the project;

WHEREAS it has been agreed between the United Nations and the Government that DESA shall be responsible under the terms of this Agreement for the management of the funds provided to the United Nations by the Government to meet the costs of the project;

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

ARTICLE I

1.1 The Government shall place at the disposal of DESA the sum of US\$xxx to cover the costs to be incurred by DESA for the project as shown in Attachment A.

1.2 The Government shall deposit the aforesaid funds, in convertible currencies of unrestricted use, in the JP Morgan Chase Bank, International Agencies Banking, 1166 Avenue of the Americas, 17th Floor, New York, NY 10036-2708, USA, indicating that such deposit is for the credit of the United Nations Activities Account No XXX. The Government shall deposit the aforesaid amount in accordance with the schedule of payments specified in Attachment B.

1.3 DESA shall establish a trust fund in accordance with the Rules of the United Nations for the receipt and administration of the aforesaid funds.

1.4 The trust fund and the activities financed there from shall be administered by DESA in accordance with the United Nations regulations, rules and directives, applicable to DESA. Accordingly, personnel shall be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules and directives. Upon completion of the project, equipment, supplies and property financed from this Trust Fund shall be transferred to the Government, unless otherwise agreed to between the parties.

1.5 All financial accounts and statements shall be expressed in United States dollars.

ARTICLE II

2.1 The trust fund shall be charged with expenditures incurred by DESA in the performance of activities under this Agreement.

2.2 The trust fund will also be charged with thirteen percent of all expenditures from the trust fund, which percentage shall be a charge for programme support services provided by DESA in the implementation of the project financed under the trust fund.

2.3 The trust fund will also be charged with an amount equivalent to one (1) per cent of the remuneration or net salary of persons engaged by DESA, and whose engagement is financed by the trust fund, to provide a reserve for coverage of any claim for service-incurred death, injury or illness, under the applicable United Nations regulations and rules or contracts, which reserve cannot be refunded to the Government.

ARTICLE III

3.1 DESA shall commence and continue to conduct operations under this Agreement upon the receipt of contributions in accordance with the schedule of payments set out in Attachment B.

3.2 DESA will not make any commitments above the amounts specified for expenditure in attachment A.

3.3 If unforeseen expenditures arise, DESA will submit a supplementary budget to the Government showing the further financing that will be necessary. If no such further financing is available, the assistance provided to the project under this Agreement may be reduced or, if necessary, terminated by DESA. In no event will DESA assume any liability in excess of the funds provided in the trust fund.

ARTICLE IV

4.1 Evaluation of the activities financed from this trust fund, including joint evaluation by DESA and the Government, shall be undertaken in accordance with the provisions contained in Attachment A. This trust fund shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the United Nations.

ARTICLE V

5.1 The Government will be provided with the following annual statements and reports prepared in accordance with the United Nations accounting and reporting procedures, by 30 June of each year:

- (a) Annual progress report;
- (b) An annual financial statement reflecting at aggregate level, the opening cash balance as at 1 January, additional contributions received, total expenditure, programme support and ending fund balance as of 31 December each year;
- (c) An annual mandatory budget revision which reflects actual expenditures as at 31 December for the current and past reporting periods and future budgetary requirements for subsequent years, in the format reflected in Annex A, project document.
- (d) A final narrative report and a final budget revision, in the format reflected in Annex A, by 30 June of the year following the date of expiration or termination of this Agreement.

All reports will be provided by DESA, with the exception of (b), Annual Financial Statement, which will be issued by the United Nations Accounts Division.

ARTICLE VI

6.1 DESA shall notify the Government when, in its opinion, the purposes for which the trust funds was established have been realized. The date of such notification shall be deemed to be the date of expiration of this Agreement, subject to the continuance in force of article X for the purposes there stated.

ARTICLE VII

7.1 In all matters connected with this Agreement, the provisions of the Convention of the Privileges and Immunities of the United Nations to which the government is a party shall be applied to DESA, its property and assets, wherever located and by whomsoever held, and its officials and any person designated to perform services under this Agreement.

7.2 The Government shall be responsible for dealing with any claims which may be brought by third parties against DESA, its officials or other persons performing services on its behalf, and shall hold them harmless in case of any claims or liabilities resulting from the performance of the Services under this Agreement, except where it is agreed by the Secretary-General of the United Nations and the Government that such claims or liabilities arise from the gross negligence or willful misconduct of such officials or persons.

ARTICLE VIII

8.1 Any dispute between the United Nations and the Government 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.

8.2 Nothing in or relating to the provisions of any Article in this Agreement shall be deemed a waiver of the privileges and immunities of the United Nations.

ARTICLE IX

9.1 This Agreement may be terminated by either party by written notice to the other party and shall terminate sixty days after receipt of such notice. The obligations assumed by parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers.

ARTICLE X

10.1 Any funds that are undisbursed and uncommitted on the completion of the project shall be held in the account referred to above in Article 1.2 pending consultations with the Government.

ARTICLE XI

11.1 Any action required or permitted to be taken under this Agreement may be taken on behalf of the Government by (xxx) , or its designated representative, and on behalf of the DESA by the Under-Secretary-General, Department of Economic and Social Affairs, or his designated representative.

11.2 Any notice or request required or permitted to be given or made in this Agreement shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable or telex to the party to which it is required to be given or made, at such party's address specified below or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

For the DESA:

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Director

Division for Public Administration and Development Management

Department of Economic and Social Affairs

2 United Nations Plaza; Room DC2-1714

New York, NY 10017

For the Government:

H.E. <name>.....,

Permanent Representative of <...> to the United Nations

Address

New York, NY

ARTICLE XII

12.1 This Agreement may be amended by written agreement between the duly authorized Representative of Parties hereto, each of which shall give full and sympathetic consideration to any proposal for its amendment.

12.2 This Agreement shall become effective on the date on which it has been signed by both parties thereto.

IN WITNESS WHEREOF the Government and the United Nations, acting through their duly authorized representatives have caused this Agreement to be signed.

For the Government of <...>

By:

Date: _____

H.E. <name>.....

Permanent Representative of <...> to the United Nations

For the United Nations

By:

Date: _____

....., Director,

Division for Public Administration and Development Management

Department of Economic and Social Affairs