

**DRAFT STANDARD AGREEMENT**

*DRAFT II - A*

**AGREEMENT BETWEEN THE UNITED NATIONS  
INDUSTRIAL DEVELOPMENT ORGANIZATION AND THE  
GOVERNMENT OF ..... REGARDING THE  
ESTABLISHMENT OF A UNIDO SUB-REGIONAL OFFICE  
IN ..... [COVERING ....., AND .....]**

WHEREAS by its resolution GC.7/Res.11 of 4 December 1997 the General Conference of UNIDO urged donor countries to contribute generously to the financing of field representation and urged beneficiary countries to finance the subregional offices in a manner proportionate to their means and resources;

WHEREAS the Government of ..... (hereinafter "the Government") has requested the United Nations Industrial Development Organization (hereinafter "UNIDO") to establish a UNIDO Sub-regional Office to enhance its cooperation at the country level in ..... [covering ..., ..., and ...] and has confirmed its commitment to contribute to the costs of the UNIDO Sub-regional Office.

WHEREAS by a letter of ....., the Government has confirmed its commitment to contribute towards the cost of a UNIDO Sub-regional Office in .....

WHEREAS UNIDO has decided to establish a UNIDO Sub-regional Office in .....

NOW THEREFORE UNIDO and the Government of ..... hereby agree as follows:

**Article I**

1. The UNIDO Sub-regional Office shall be responsible for providing technical support and advice in the priority areas shared by the countries of the sub-region and in respect of all the countries included in the sub-region. It will address issues of sub-regional concern in the area and analyse industrial development issues with sub-regional dimensions and suggest appropriate measures for technical or project assistance. It will interact with the multilateral development and financing institutions operating in the sub-region, undertake dialogue and negotiations with Member States on behalf of UNIDO, carry out sub-regional-level funds mobilization and undertake monitoring and coordinating functions as may be prescribed from time to time.

2. The UNIDO Sub-regional Office shall further perform the functions of a UNIDO Country Office in .....

3. The UNIDO Sub-regional Office shall be headed by a UNIDO Field Representative and Sub-regional Director (hereinafter "the UFRD"). In the performance of his/her duties the UFRD shall:

In accordance with field representation policy and procedures, and in coordination with Headquarters:

1. Act as accredited representative of UNIDO in the country[ies] as well as UNIDO representative for important international/regional organizations located in the same country.
2. Promote UNIDO's services in the country[ies] and subregion.
3. Develop a strategic framework of cooperation, annual work programme and active partnerships between the country[ies] and UNIDO; fruitful relationships and communication with host government(s), business associations, enterprises, non-governmental organizations, all other United Nations (UN) agencies and the Resident Coordinator of the UN system, and representatives of other multilateral and bilateral organizations.
4. Lead and coordinate the overall programme and project development and mobilize financial resources in the country[ies] and at the subregional level.
5. Support, monitor, and contribute to the management of all other UNIDO activities in the host country[ies] and at the subregional level.
6. Implement projects and provide advice within criteria established.
7. Manage the multidisciplinary team located in the subregional office in order to provide high-quality technical support to other UNIDO field offices and UNIDO programmes in the subregion.
8. Lead the development (and possible implementation) of UNIDO programmes and activities at the subregional level, in close cooperation with other UNIDO representatives of the subregional and Headquarters.

9. Ensure that the subregional office operates as a node for the UNIDO subregional information network.
10. Promote positive interaction and cross-fertilization between UNIDO subregional or regional institutions located in the subregion, including funds mobilization from development financing institutions.
11. Inform/advise UNIDO Headquarters on changing patterns of demand at the subregional level.
12. Manage the office and its resources and ensure its sustainability, in particular through the mobilization of host country's in-kind and financial contributions.

### **Article II**

1. UNIDO and the Government shall jointly finance the establishment and the operation of a UNIDO Sub-regional Office in ..... The Government shall contribute towards the costs of the UNIDO Sub-regional Office by providing resources as scheduled in Annex A:
2. The Government contributions are to be made annually, in the first quarter of the year, to an account number designated for this purpose by the Director-General of UNIDO (Annex B). Payment in local currency should be made to the United Nations Development Programme (UNDP) Office (Annex B). The funds shall be administered by UNIDO in accordance with its applicable financial regulations and rules. The continued operation of the UNIDO Sub-regional Office shall be subject to the receipt in time by UNIDO of the Government's annual payment. The level of contributions shall be reviewed annually for each subsequent year.

### **Article III**

1. The Government shall apply to UNIDO, including its property, funds, assets and its officials, including the UNIDO Field Representative and Sub-regional Director in [country] and his staff in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations, except that if the Government has acceded in respect of UNIDO to the Convention on the Privileges and Immunities of the Specialized Agencies, the Government shall apply the provisions of the latter Convention, including any Annex to that Convention applicable to UNIDO.

2. The UNIDO Field Representative and Sub-regional Director and his staff in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise of their official functions. In particular, the UNIDO Field Representative and Sub-regional Director shall enjoy the same privileges and immunities as the Government accords to diplomatic envoys in accordance with international law.

#### **Article IV**

The level of privileges and immunities granted in accordance with the present Agreement shall be understood to be subject to such adjustment as may be required to take fully into account the general understanding concerning additional privileges and immunities to be reached between the appropriate ..... authorities and the Specialized Agencies of the United Nations having offices or projects in ..... Any such adjustment shall be agreed to in a supplemental agreement to the present Agreement regarding the establishment of a UNIDO Sub-regional Office in .....

#### **Article V**

Any dispute between UNIDO and the Government arising out of or related to the interpretation or application of this 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 days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen 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 of 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.

#### **Article VI**

1. This Agreement shall [enter into force upon signature.] [be subject to ratification by the Government, and shall come into force upon receipt by UNIDO of notification from the Government of its ratification. Pending such ratification, it shall be given provisional effect by the Parties.] It shall continue in force until terminated in accordance with paragraph 3 below.

2. This Agreement may be amended by mutual consent of the Parties.
3. This Agreement may be terminated by either Party by written notice to the other and shall terminate ninety days after receipt of such notice.
4. This Agreement shall remain in force for 5 years. Thereafter, this Agreement may by mutual consent of the Parties be extended by an exchange of letters.

**IN WITNESS WHEREOF** the undersigned, duly appointed representatives of the United Nations Industrial Development Organization and of the Government, respectively, have on behalf of the Parties signed the present Agreement in English, in two copies, at ....., this ..... day of ..... 199..

For the United Nations  
Industrial Development Organization:

For the Government  
of .....

\_\_\_\_\_  
(name)  
(title)

\_\_\_\_\_  
(name)  
(title)

**Annex A**  
**to the Agreement between the United Nations**  
**Industrial Development Organization and the**  
**Government of ..... regarding the establishment of a**  
**UNIDO Sub-regional Office in .....**  
**[covering ....., ....., and ....]**

**Government Contributions**

The Government shall contribute towards the costs of the UNIDO Sub-regional Office by providing:

- (a) In-kind contributions as follows:
  - X Premises and facilities:
  - X Office Space:
    - Fully furnished with separate entrance
    - Inscription on the entrance: "UNIDO Sub-regional Office" with name of countries
    - Emblem of UNIDO displayed prominently at entrance.
    - Surface Area of office .....m2, Number of rooms.....
    - Connection to computer, telephone line, fax line.
  - X Parking space for the official vehicle of the office and of its staff
- (b) A cash contribution of ..... towards local costs, including the costs of local support staff as follows:
  - X cost for electricity, water, cleaning, insurance as well as cost for the renovation of the offices if required
  - X cost of installation of international telephone and fax lines
  - X the cash contribution towards local costs will also include cost of local support staff including a secretary and a driver. The estimated cost on this account has to make on annual basis in advance during first quarter of the financial year.

**Annex B**  
**to the Agreement between the United Nations**  
**Industrial Development Organization and the**  
**Government of ..... regarding the establishment of a**  
**UNIDO Sub-regional Office in .....**  
**[covering ...., ...., and ....]**

UNIDO's account number

1. The Government's payment, in United States Dollars which for the year ..... will amount to ....., should be made to the following UNIDO account number: .....
  
2. The Government's payment in local currency which, for the year ....., will amount to ..... should be made for UNIDO to the United Nations Development Programme (UNDP) Office in .....