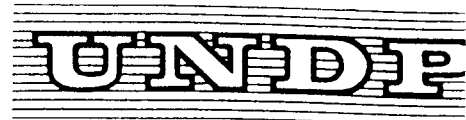


UNITED NATIONS
DEVELOPMENT
PROGRAMME



UNDP/ADM/LEG/SBA/46
14 February 1977

TO: Participating and Executing Agencies of the UNDP

FROM: Sixten Heppling
Assistant Administrator

SUBJECT: Agreement between the Government of the Rwandese Republic and the United Nations Development Programme concerning assistance by the UNDP to the Government, signed on 2 February 1977.

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1. This document reproduces the text of the UNDP Standard Basic Assistance Agreement between the Government of the Rwandese Republic and the United Nations Development Programme, signed on 2 February 1977 by the Minister for Foreign Affairs and Co-operation on behalf of the Government, and by the Resident Representative of the UNDP in the Rwandese Republic on behalf of the UNDP.
 2. This Agreement came into force as of the date of signature. It supersedes the following Agreements signed earlier with the Rwandese Republic: the Technical Assistance Agreement signed on 23 January 1963 and amended on 18 October 1968; the Special Fund Agreement signed on 18 March 1964; the OPEX Agreement signed on 28 November 1962; and the Office Agreement signed on 23 January 1963.

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE RWANDESE REPUBLIC
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 the Rwandese Republic 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 Rwanda (hereinafter called the country);
- (e) Seminars, training programmes, demonstration projects, expert working groups and related activities;

consultation and agreement with the Cooperating 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.

2. Compliance by the Government with any prior obligations agreed to be necessary or appropriate for UNDP assistance to a particular project shall be a condition of performance by the UNDP and the Executing Agency of their responsibilities with respect to that project. Should provision of such assistance be commenced before such prior obligations have been met, it may be terminated or suspended without notice and at the discretion of the UNDP.

3. Any agreement between the Government and an Executing Agency concerning the execution of a UNDP-assisted project or between the Government and an operational expert shall be subject to the provisions of this Agreement.

4. The Cooperating Agency shall as appropriate and in consultation with the Executing Agency assign a full-time director for each project who shall perform such functions as are assigned to him by the Cooperating Agency. The Executing Agency shall as appropriate and in consultation with the Government appoint a Chief Technical Adviser or Project Coordinator responsible to the Executing Agency to oversee the Executing Agency's participation in the project at the project level. He shall supervise and coordinate activities of experts and other Executing Agency personnel and be responsible for the on-the-job training of national Government counterparts. He shall be responsible for the management and efficient utilization of all UNDP-financed inputs, including equipment provided to the project.

5. In the performance of their duties, advisory experts, consultants and volunteers shall act in close consultation with the Government and with persons or bodies designated by the Government, and shall comply with such instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the UNDP and the Executing Agency concerned and the Government. Operational experts shall be solely responsible to, and be under the exclusive direction of, the Government or the entity to which they are assigned, but shall not be required to perform any functions incompatible with their international status or with the purposes of the UNDP or of the Executing Agency. The Government undertakes that the commencing date of each operational expert in its service shall coincide with the effective date of his contract with the Executing Agency concerned.

6. Recipients of fellowships shall be selected by the Executing Agency. Such fellowships shall be administered in accordance with the fellowship policies and practices of the Executing Agency.

7. Technical and other equipment, materials, supplies and other property financed or provided by the UNDP shall belong to the UNDP unless and until such time as ownership thereof is transferred, on terms and conditions mutually agreed upon between the Government and the UNDP, to the Government or to an entity nominated by it.

8. Patent rights, copyright rights, and other similar rights to any discoveries or work resulting from UNDP assistance under this Agreement shall belong to the UNDP. Unless otherwise agreed by the Parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty or any charge of similar nature.

5. Moneys payable to the UNDP under the preceding paragraph shall be paid to an account designated for this purpose by the Secretary-General of the United Nations and shall be administered in accordance with the applicable financial regulations of the UNDP.
6. The cost of items constituting the Government's contribution to the project and any sums payable by the Government in pursuance of this Article, as detailed in Project Budgets, shall be considered as estimates based on the best information available at the time of preparation of such Project Budgets. Such sums shall be subject to adjustment whenever necessary to reflect the actual cost of any such items purchased thereafter.
7. All sums still credited to the account referred to in paragraph 5 of this Article when the execution of a project is completed in accordance with the Project Document shall be reimbursed to the Government after provision has been made for any obligations which have not been liquidated upon completion of the project.
8. The Government shall as appropriate display suitable signs at each project identifying it as one assisted by the UNDP and the Executing Agency.

Article VI
Assessed programme costs
and other items payable in local currency

1. In addition to the contribution referred to in Article V above, the Government shall assist the UNDP in providing it with assistance by paying or arranging to pay for the following local costs or facilities, in the amounts agreed upon in the relevant Project Document or otherwise determined by the UNDP in pursuance of relevant decisions of its governing bodies:
 - (a) The local living costs of advisory experts and consultants assigned to projects in the country;
 - (b) Local administrative and clerical services, including necessary local secretarial help, interpreter-translators, and related assistance;
 - (c) Transportation of personnel within the country; and
 - (d) Postage and telecommunications for official purposes.
2. The Government shall also pay each operational expert directly the salary, allowances and other related emoluments which would be payable to one of its nationals if appointed to the post involved. It shall grant an operational expert the same annual and sick leave as the Executing Agency concerned grants its own officials, and shall make any arrangement necessary to permit him to take home leave to which he is entitled under the terms of his service with the Executing Agency concerned. Should his service with the Government be terminated by it under circumstances which give rise to an obligation on the part of an Executing Agency to pay him an indemnity under its contract with him, the Government shall contribute to the cost thereof the amount of separation indemnity which would be payable to a national civil servant or comparable employee of like rank whose service is terminated in the same circumstances.
3. The Government undertakes to furnish in kind the following local services and facilities:
 - (a) The necessary office space and other premises;
 - (b) Such medical facilities and services for international personnel as may be available to national civil servants;
 - (c) Simple but adequately furnished accommodation to volunteers; and
 - (d) Assistance in finding suitable housing accommodation for international personnel, and the provision of such housing to operational experts under the same conditions as to national civil servants of comparable rank.

3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be deemed necessary by the Parties for the effective exercise by the mission of its functions.

4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Rwandese nationals employed locally, performing services on behalf of the UNDP, a Specialized Agency or the IAEA who are not covered by paragraphs 1 and 2 above the same privileges and immunities as officials of the United Nations, the Specialized Agency concerned or the IAEA under Sections 18, 19 or 18 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the Privileges and Immunities of the IAEA.

(b) For purposes of the instruments on privileges and immunities referred to in the preceding parts of this Article:

- (1) All papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 4(a) above shall be deemed to be documents belonging to the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be; and
- (2) Equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be.

5. The expression "persons performing services" as used in Articles IX, X and XIII of this Agreement includes operational experts, volunteers, and consultants, whether in the latter case, they are juridical or natural persons, or their employees. It includes governmental or non-governmental organizations or firms which UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP assistance to a project, and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

Article X

Facilities for execution of UNDP assistance

1. The Government shall take any measures which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

- (a) Prompt clearance of experts and other persons performing services on behalf of the UNDP or an Executing Agency;
- (b) Prompt issuance without cost of necessary visas, licenses or permits;
- (c) Access to the site of work and all necessary rights of way;
- (d) Free movement within or to or from the country, to the extent necessary for proper execution of UNDP assistance;
- (e) The most favourable legal rate of exchange;
- (f) Any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;
- (g) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and
- (h) Prompt release from customs of the items mentioned in sub-paragraphs (f) and (g) above.

Article XIII
General Provisions

1. This Agreement shall enter into force upon signature, and shall continue in force until terminated under paragraph 3 below. Upon the entry into force of this Agreement, it shall supersede existing Agreements concerning the provision of assistance to the Government out of UNDP resources and concerning the UNDP office in the country, and it shall apply to all assistance provided to the Government and to the UNDP office established in the country under the provisions of the Agreements now superseded.
2. This Agreement will not affect any waivers or concessions which the UNDP has extended to the Rwandese Government by reason of its being the Government of a least developed country, nor will it affect the possibility of a grant of such waivers or concessions in the future as appropriate in pursuance of decisions of the competent organs of the UNDP.
3. This Agreement may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.
4. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice.
5. The obligations assumed by the Parties under Articles IV (concerning project information) and VIII (concerning the use of assistance) hereof shall survive the expiration or termination of this Agreement. The obligations assumed by the Government under Articles IX (concerning privileges and immunities), X (concerning facilities for project execution) and XII (concerning settlement of disputes) hereof shall survive the expiration or termination of this Agreement to the extent necessary to permit orderly withdrawal of personnel, funds and property of the UNDP and of any Executing Agency, or of any persons performing services on their behalf under this Agreement.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the United Nations Development Programme and of the Government, respectively, have on behalf of the Parties signed the present Agreement in the English and French languages in two copies at Kigali this 2nd day of February 1977.

For the United Nations Development
Programme:

/s/ Zauze Gabre-Madhin
Resident Representative of the
United Nations Development Programme
in Rwanda

For the Government of the
Rwandese Republic:

/s/ Aloys Nsekaliye
Minister for Foreign Affairs
and Co-operation