

II

Treaties and international agreements

filed and recorded

from 9 March 1976 to 23 March 1976

No. 742

Traités et accords internationaux

classés et inscrits au répertoire

du 9 mars 1976 au 23 mars 1976

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**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
ARAB FUND FOR ECONOMIC
AND SOCIAL DEVELOPMENT**

Letter of Agreement concerning the Project "Programme for the Identification and Preparation of Intercountry Feasibility Studies and Investment Projects" (with annexed Project Document). New York, 28 December 1975

Authentic text: English.

Filed and recorded by the Secretariat on 17 March 1976.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)**

et

**FONDS ARABE DE DÉVELOPPEMENT
ÉCONOMIQUE ET SOCIAL**

Accord par lettre relatif au Projet intitulé «Programme d'identification et de préparation d'études de faisabilité et de projets d'investissement multinationaux» (avec document de projet en annexe). New York, 28 décembre 1975

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 17 mars 1976.

LETTER OF AGREEMENT¹ BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE ARAB FUND FOR ECONOMIC AND SOCIAL DEVELOPMENT CONCERNING THE PROJECT "PROGRAMME FOR THE IDENTIFICATION AND PREPARATION OF INTERCOUNTRY FEASIBILITY STUDIES AND INVESTMENT PROJECTS"

UNITED NATIONS
DEVELOPMENT PROGRAMME

PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT

28 December 1975

Reference: REM/74/011

LEG 503 AFESD

Dear Mr. President,

Further to the discussions which have taken place between concerned officials of the UNDP and the Arab Fund concerning the Project known as the Programme for the Identification and Preparation of Intercountry Feasibility Studies and Investment Projects (REM/74/011), I am pleased to confirm the arrangements under which the Arab Fund will cooperate with the UNDP as a partner and UNDP Executing Agency on this Project in accordance with the Project Document for the Project and the attached annex.

A. Participation of UNDP

1. The UNDP shall provide to the Project, through the Arab Fund (hereinafter called the Executing Agency), the services, equipment and facilities described in Part III (Work Plan) and the budget describing UNDP inputs in Part IV (Project Budget) of the Project Document.

2. For this purpose, the UNDP shall from time to time, promptly upon receipt of notice from the Executing Agency, make available to the Executing Agency such amounts in such currencies as the Executing Agency shall specify in its notice pursuant to the budgetary provisions in Part IV of the Project Document, with due regard to the agreement that UNDP will pay to the Arab Fund overhead entitlement commensurate with that provided to all executing agencies in the UN system at the level authorized by the UNDP Governing Council.

3. If the Executing Agency anticipates that the funds to be provided by the UNDP for the Project may be inadequate to complete the UNDP's assistance to the Project, the Executing Agency shall consult with the UNDP with a view to deciding on the appropriate remedial steps to be taken.

B. Participation of Executing Agency

4. (a) The Executing Agency shall be responsible for the execution of the UNDP's assistance to the Project in accordance with the Project Document. In the execution of such project assistance, the Executing Agency shall have the status of an independent contractor vis-à-vis the UNDP, in accordance with the partnership association as per the Project Document and the UNDP normal procedures.

(b) The Executing Agency shall select the consultants or experts to be engaged or assigned for the purposes of the Project. In keeping with its own internal rules and practices, the Executing Agency agrees to observe the principles of international competitive bidding in the procurement of goods and contractual services for the project, to the maximum extent possible

¹ Came into force on 17 March 1976, the date on which it was accepted by the Fund.

and appropriate and with due regard to the principles which apply to UNDP activities and the need to make the fullest possible use of various currencies available to UNDP.

(c) The consultants may associate, if necessary, on a subcontract basis with other consultants approved by, and to an extent and upon terms and conditions acceptable to, the Executing Agency.

5. (a) The Executing Agency shall maintain records and accounts of funds received and disbursed by it under the Project Document.

(b) The Executing Agency shall annually furnish to the UNDP a statement of the accounts of funds received by it under the Project Document.

6. The Executing Agency shall furnish to the UNDP periodic reports on the carrying out of the Project at such times and in such form as may be agreed between the UNDP and the Executing Agency.

C. *Equipment and Materials*

7. All equipment, materials and supplies which are purchased with UNDP resources shall be used exclusively for the execution of the Project. They shall remain the property of the UNDP and shall be held in the name of the UNDP and under the management of the Executing Agency until completion of the Project.

D. *AFESD Inputs*

8. In addition to being responsible for the execution of UNDP's assistance to the Project, the Executing Agency shall directly provide its own inputs to the Project as specified in the budget describing Arab Fund inputs in Part IV of the Project Document.

E. *Exchange of Views*

9. The UNDP, the Executing Agency, and any other party, as may be mutually agreed, shall at such times as shall be mutually agreed exchange views on the Project, including the progress and costs thereof and the benefits derived therefrom, and each shall furnish to the other such information as shall reasonably be requested in respect of such matters. The UNDP and the Executing Agency shall also consult with one another with respect to any matters affecting the successful completion of the Project.

10. At an agreed time after the completion of the Project, the UNDP, the Executing Agency, and any other party, as may be mutually agreed, shall review the activities continuing from or consequent upon the Project with a view to evaluating its results.

If the foregoing arrangements are acceptable to the Arab Fund, I should be grateful if you would sign and return to me the enclosed copy of this letter. It will then constitute a Project Agreement between us for purposes of this Project.

Yours sincerely,

Accepted for the Arab Fund:

[Signed]

SAEB JAROUDI
President
Arab Fund for Economic
and Social Development

17/3/1976

(Date)

Mr. Saeb Jaroudi
President
Arab Fund for Economic and Social Development
Kuwait

[Signed]
BERT LINDSTRÖM
Deputy Administrator
(Administrative)

UNITED NATIONS DEVELOPMENT PROGRAMME

PROJECT OF THE GOVERNMENTS OF ALGERIA, BAHRAIN, DEMOCRATIC YEMEN, EGYPT, IRAQ, JORDAN, KUWAIT, LEBANON, LIBYA, MAURITANIA, MOROCCO, OMAN, QATAR, SAUDI ARABIA, SOMALIA, SUDAN, SYRIA, TUNISIA, UNITED ARAB EMIRATES AND YEMEN

Title: Programme for the Identification and Preparation of Inter-country Investment Projects and Related Feasibility Studies

Number: REM/74/011/A/01/46

Duration: Six years and three months

Sector: General Economic and Social Policy Planning (20)

Subsector: Economic Integration (2010)

Executing Agency: The Arab Fund for Economic and Social Development (AFESD)

Government Counterpart Agency: Ministries of Planning or other relevant organizations in countries concerned

Date of submission: 5 January 1975

Starting date: 1 October 1975

AFESD contribution: US \$ 9,396,000*

UNDP contribution: US \$ 6,268,000**

Governments contribution: US \$ 3,500,000

* Details in the Project Budget

** Details in the Project Budget