

No. 30497

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
RUSSIAN FEDERATION**

**Basic Agreement concerning assistance by the United Nations
Development Programme to the Government of the Rus-
sian Federation. Signed at New York on 17 November
1993**

Authentic texts: English and Russian.

Registered ex officio on 17 November 1993.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)
et
FÉDÉRATION DE RUSSIE**

**Accord de base relatif à une assistance du Programme des
Nations Unies pour le développement au Gouvernement
de la Fédération de Russie. Signé à New York le 17 no-
vembre 1993**

Textes authentiques : anglais et russe.

Enregistré d'office le 17 novembre 1993.

AGREEMENT¹ BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE GOVERNMENT OF THE RUSSIAN FEDERATION

The United Nations Development Programme and the Government of the Russian Federation (hereinafter called "the Parties");

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 recipient countries at solving the most important problems of their economic development and to promote social progress and better standard of life;

WHEREAS the Government of the Russian Federation (hereinafter called "the Government") wishes to request assistance from the UNDP for the benefit of its people;

WHEREAS the United Nations and the Government of the Russian Federation have concluded on 15 June 1993 the Agreement relating to the Establishment in the Russian Federation of a United Nations Integrated Office² (hereinafter called "the Integrated Office Agreement"), which, in its Article XVIII, paragraph 1, *inter alia*, provides that the UNDP and other United Nations Agencies, Programmes and Funds may conclude with the Government supplemental agreements concerning conditions under which they shall co-operate with the Government in carrying out tasks and projects within their respective mandates; and

WHEREAS the United Nations Development Programme and the Government of the Russian Federation act in a spirit of friendly co-operation;

Have agreed as follows:

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 concerned hereunder in more detail in regard to such projects.

¹ Came into force provisionally on 17 November 1993 by signature, in accordance with article XIII (2).

² United Nations, *Treaty Series*, vol. 1724, No. I-30078.

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 governing bodies of the UNDP, 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, consultant firms or organizations, selected by and responsible to, the UNDP or the Executing Agency concerned;

(b) the services of operational experts (OPAS) 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 the Russian Federation;

(e) seminars, training programmes, demonstration projects, expert working groups and related activities;

(f) scholarships and fellowships, or similar arrangements under which candidates nominated by the Government and approved by the Executing Agency concerned may study or receive training; and

(g) any other form of assistance which may be agreed upon by the UNDP and the Government.

2. Requests for assistance shall be presented by the Government to the UNDP through the UNDP resident representative in the Russian Federation, referred to in sub-paragraph 4(a) of this Article, and in the form and in accordance with procedures established by the UNDP for such requests. The Government shall provide the UNDP with all appropriate facilities and relevant information to appraise the request, including an expression of its intent with respect to the follow-up of investment-oriented projects.

3. Assistance may be provided by the UNDP to the Government either directly, with such external assistance as it may deem appropriate, or through an Executing Agency, which shall have primary responsibility for carrying out UNDP assistance to the project and which shall have the status of an independent contractor for this purpose. Where assistance is provided by the UNDP directly to the Government, all references in this Agreement to an Executing Agency shall be construed to refer to the UNDP, unless clearly inappropriate from the context.

4. (a) The UNDP may maintain a permanent mission in the Russian Federation, as one of the components of the United Nations Integrated Office in the Russian Federation, headed by a resident representative, to represent the UNDP therein and be the principal channel of communication with the Government on all Programme matters. The resident representative shall have full responsibility and ultimate authority, on behalf of the UNDP Administrator, for the UNDP programme in all its aspects in the Russian Federation. The resident representative shall maintain liaison on behalf of the Programme with the appropriate organs of the Government, including the Government's coordinating agency for external assistance, and shall inform the Government of the policies, criteria and procedures of the UNDP and other relevant programmes of the United Nations. He shall assist the Government, as may be required, in the preparation of UNDP country programme and project requests, as well as proposals for country programme or project changes, assure proper coordination of all assistance rendered by the UNDP through various Executing Agencies or its own consultants, assist the Government, as may be required, in coordinating UNDP activities with national, bilateral and multilateral programmes within the Russian Federation, and carry out such other functions, in consultation with the Government, as may be entrusted to him by the Administrator or by an Executing Agency.

(b) The UNDP mission in the Russian Federation shall have such other staff as the UNDP may deem appropriate to its proper functioning. The UNDP shall notify the Government from time to time of the names of the members, and of the families of the members, of the mission, and of changes in the status of such persons.

Article III **Execution of Projects**

1. The Government shall remain responsible for those of its development projects to which the UNDP provides technical assistance and the realization of their objectives as described in the relevant Project Documents, and shall carry out such parts of such projects as may be stipulated in the provisions of this Agreement and such Project Documents. The UNDP undertakes to complement and supplement the Government's participation in such projects through assistance to the Government in pursuance of this Agreement and the Work Plans forming part of such Project Documents, and through assistance to the Government in fulfilling its intent with respect to investment follow-up. The Government shall inform the

UNDP of the Government Cooperating Agency directly responsible for the Government's participation in each UNDP-assisted project. Without prejudice to the Government's overall responsibility for its projects, the Parties may agree that an Executing Agency shall assume primary responsibility for execution of a project in 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 designated competent authority of 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, 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.