

**No. 49154**

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**United Nations (United Nations Development Programme)  
and  
Malaysia**

**Agreement between the Government of Malaysia and the United Nations Development Programme concerning the establishment of the UNDP Global Shared Service Centre (with appendix). Kuala Lumpur, 24 October 2011**

**Entry into force:** *provisionally on 24 October 2011 and definitively on 22 November 2011 by notification, in accordance with article 16*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *ex officio, 22 November 2011*

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**Organisation des Nations Unies (Programme des Nations Unies  
pour le développement)  
et  
Malaisie**

**Accord entre le Gouvernement de la Malaisie et le Programme des Nations Unies pour le développement concernant l'établissement du Centre mondial de services partagés du PNUD (avec appendice). Kuala Lumpur, 24 octobre 2011**

**Entrée en vigueur :** *provisoirement le 24 octobre 2011 et définitivement le 22 novembre 2011 par notification, conformément à l'article 16*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *d'office, 22 novembre 2011*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF MALAYSIA  
AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
CONCERNING THE ESTABLISHMENT OF THE UNDP  
GLOBAL SHARED SERVICE CENTRE**

THE GOVERNMENT OF MALAYSIA as represented by the Ministry of Finance (hereinafter referred to as "the Government") and the United Nations Development Programme (hereinafter referred to as "UNDP"), hereinafter referred to singularly as "the Party" and collectively as the "Parties";

DESIRING to establish favorable conditions for the establishment and operation of UNDP Global Shared Service Centre (hereinafter referred to as the "GSSC") in Malaysia, as well as activities of UNDP related thereto;

WISHING, in that connection, to affirm the legal status of UNDP in Malaysia for purposes of the GSSC, as well as the undertakings of UNDP and the Government with respect to UNDP for such purposes;

HAVE AGREED as follows:

## **ARTICLE 1**

### **DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply:

1. "Basic Agreement" means: Agreement between United Nations Special Fund and the Government of the Federation of Malaya concerning assistance from the Special Fund dated 25 July 1961, Standard Agreement of 1 March 1962 and Standard Agreement on Operational Assistance of 10 May 1968.
2. "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946.
3. "Experts" mean persons, other than Officials and Persons Performing Services for UNDP, undertaking missions for the purposes of the Office and coming within the scope of Article VI of the Convention.
4. "Office" means the UNDP GSSC in Malaysia.
5. "Officials" means officials of UNDP under the terms of the Convention for the purposes of the Office and does not include persons who are both recruited locally and assigned to hourly rates.
6. "Premises of the Office" means the buildings or parts of buildings used by the Office to perform its functions.

7. "Persons Performing Services for UNDP" means, other than Officials and Experts, operational experts, volunteers, consultants and juridical as well as natural persons and their employees, engaged by UNDP to perform services in the execution of the Office's functions, and includes nongovernmental organizations or firms which UNDP may retain to execute or to assist in the execution of the Office's functions under this Agreement, and their employees.

## **ARTICLE 2**

### **UNDERTAKINGS OF UNDP**

1. UNDP shall establish the Office for the purposes of providing administrative services for UNDP worldwide, and shall, at its own expense and discretion in accordance with its own regulations, rules, policies and procedures, assign Officials to the Office, as well as support its operation as set forth herein.
2. The Office shall be an integral part of UNDP and serve as an outpost of UNDP Headquarters and references to UNDP herein, wherever the context requires, are understood to include the Office. It shall be under the control and authority of UNDP, which shall have the right to make internal regulations applicable to the Office and to establish the necessary conditions for its operation.
3. UNDP may appoint or assign, in accordance with its own regulations, rules, policies and procedures, Officials, Experts and Persons Performing Services for UNDP, as is deemed necessary by UNDP, to staff or provide support to the work of the Office.
4. UNDP shall notify the Government periodically of the names of Officials. UNDP shall also notify the Government of any changes in their status.

## **ARTICLE 3**

### **UNDERTAKINGS OF THE GOVERNMENT**

1. Without prejudice to the Basic Agreement, the Government shall provide or make available to UNDP, as mutually agreed upon, appropriate office premises for the Office, as well as the facilities and services as set forth herein and in Appendix A of this Agreement, including:

- a. upon application by UNDP, the issuance of all government-issued permits and licenses for the importation of supplies, equipment and other materials that UNDP deems necessary under this Agreement for the operation of the Office, as well as facilitation and assistance with respect to issuance of all other permits and licenses for these purposes;
  - b. basic utility costs, such as water and electricity;
  - c. assistance in identifying agents to help UNDP in the location and/or provision of suitable housing accommodation for internationally recruited personnel; and
  - d. access to facilities for receiving medical care and hospitalization by Officials, Experts and Persons Performing Services for the Office.
2. The appropriate authorities of the Government shall exercise due diligence to ensure the security and protection of the Office, and to ensure that the security and tranquility of the Office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.
3. The Government shall facilitate:
  - a. the entry into and departure from Malaysia of the Officials, Experts, Persons Performing Services for UNDP, representatives of Members, their spouses and dependants, and other persons invited by the Office, for official business;
  - b. visas that may be required for persons referred to in paragraph (a) above shall be granted free of charge and without delay. No activity performed by any such person referred to in paragraph (a) above, in his/her capacity shall constitute a reason for preventing his/her entry into Malaysia or for requiring him/her to leave Malaysia except as provided for under the Convention.
4. In the event that the Government considers that there are any issues of national security, national interest, public order or public health that will affect its ability to adhere to the Undertakings in this Agreement, the Government will promptly notify UNDP and the Parties shall mutually agree on a way forward.

#### **ARTICLE 4**

#### **LEGAL STATUS OF UNDP**

The Government shall, for the purposes of this Agreement, guarantee to UNDP the independence and freedom of action belonging to it as a subsidiary organ of the United Nations under the Convention. The Government recognizes the juridical personality of UNDP and it shall have the