

No. 14328

**UNITED NATIONS
(UNITED NATIONS TRUST FUND FOR
DEVELOPMENT PLANNING AND PROJECTIONS)
and
UNITED STATES OF AMERICA**

Agreement concerning a grant by the United States of America to the United Nations (United Nations Trust Fund for Development Planning and Projections) [with attachments]. Signed at New York on 7 November 1973

Amendment No. 1 to the above-mentioned Agreement. Signed at New York on 1 February 1974

Amendment No. 2 to the above-mentioned Agreement of 7 November 1973 as amended. Signed at New York on 29 January 1975

Amendment No. 3 to the above-mentioned Agreement of 7 November 1973 as amended. Signed at New York on 3 June 1975

Authentic texts: English.

Registered ex officio on 1 October 1975.

GRANT¹ BY THE UNITED STATES OF AMERICA TO THE UNITED NATIONS (UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)

This grant is made and effective on the 7th day of November 1973 by the United States of America through the Agency for International Development (hereinafter called "A.I.D.") to the United Nations (hereinafter called "Grantee").

Whereas, both A.I.D. and the Grantee have recognized the need for special programs to promote and accelerate the economic and social development of the least* developed among the developing countries in Africa; and

Whereas, A.I.D. has requested and the Grantee has agreed to utilize the expertise of A.I.D. professional staff to assist in the planning and implementing of specific economic and social development programs designed to promote and accelerate progress in the least developed among the developing countries in Africa; and

Whereas, A.I.D. has agreed with the Grantee to provide through the United Nations Trust Fund for Development Planning, in addition to other funds available to the Grantee for this purpose, funds to be used to assist in accomplishing these mutually recognized goals,

Now therefore, A.I.D. hereby makes a grant for the purposes and under the terms and conditions hereinafter set forth:

Article I. PURPOSE OF GRANT

The purpose of this grant is to provide funds for the Grantee to cover the cost of experienced professional staff employed for services exclusively on special programs for one or more of the least developed among the developing countries in Africa for an initial period of at least two years.

Accordingly, A.I.D. agrees to provide the following:

Funds for the Grantee to hire up to twenty (20) A.I.D. professional staff for assignment under special UN programs for one or more of the least developed among the developing countries in Africa.

Article II. AMOUNT OF GRANT

The initial amount available for the purpose of this grant is \$750,000.

Article III. USE OF A.I.D. FUNDS

A. The funds made available under this grant shall be used to pay:

1. Salaries and allowances in accordance with the regulations and practices of the UN body to which assigned, including compensation for service-incurred injury or death;
2. Travel and transportation to and from the duty station of the employee and eligible dependents and related costs and allowances including *per diem*;

* The list of the 25 least developed among the developing countries of the world, contained in the UN Economic and Social Council's Committee for Development Planning Report of its 11th² Session (April 1971-E/4990),³ was approved by the General Assembly of the United Nations on November 18, 1971, in Resolution 2768 (XXVI).⁴

¹ Came into force on 7 November 1973 by signature, in accordance with the preamble of the Agreement.

² Should read "7th".

³ United Nations, *Official Records of the Economic and Social Council, Fifty-first Session, Supplement No. 7*, p 17.

⁴ United Nations, *Official Records of the General Assembly, Twenty-sixth Session, Supplement No. 29 (A/8429)*, p. 52.

3. Travel related to performance of duties;
4. Entitlements in connection with separation from UN body to which assigned, including commutation of accrued annual leave, if any;
5. Premium costs of participation in the Group Life Insurance Plan of the United Nations covering disability and death, the premium costs of participation, under the applicable rules and regulations, in the Group Medical Insurance Plan, and the full cost associated with participation in the United Nations Pension Plan which the organization would pay.

Article IV. CONSULTATION AND COORDINATION

A. The Grantee, A.I.D., and other UN agencies and organizations, as appropriate, shall consult at the request of either party to this agreement concerning the operation of this agreement.

B. The Grantee and other UN organizations and agencies as appropriate shall provide all necessary liaison with UN member states to effect the degree of cooperation required to achieve the purpose of this grant.

Article V. CONTRIBUTION OF THE GRANTEE

The Grantee will make all arrangements necessary to facilitate the proper performance of duties by the persons engaged under this agreement.

Article VI. DISBURSEMENT OF FUNDS

The procedure governing the disbursements of funds under this agreement are outlined in Attachment A which is made a part of this grant agreement.

Article VII. SPECIAL PROVISIONS

Special provisions relating to this grant are listed in Attachment B which is made a part of this grant agreement.

Accepted:

For the United Nations
(United Nations Trust Fund
for Development Planning)

By: [Signed — Signé]¹

Title: Acting Head
Office of Financial Services

Date: 7 November 1973

For the United States
of America

By: [Signed — Signé]²

Title: Deputy U.S. Representative
on the Economic and
Social Council

Date: 7 November 1973

A T T A C H M E N T A

DISBURSEMENT OF FUNDS

A. A.I.D. shall open a Federal Reserve Letter of Credit in the amount of this grant against which the Grantee may present payment vouchers. Within the foregoing ceiling amount, the amount of any payment voucher shall not be less than \$10,000 nor more than \$750,000.

¹ Signed by W. H. Ziehl — Signé par W. H. Ziehl.

² Signed by Robert W. Kitchen — Signé par Robert W. Kitchen.

B. In no event shall the accumulated total of all such payment vouchers exceed the amount of the Federal Reserve Letter of Credit.

C. Procedure for Grantee

1. After arranging with a commercial bank of its choice for operation under this Letter of Credit and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver to the A.I.D. Office of Financial Management (SER/FM/RSD) three originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit", signed by those official(s) authorized to sign payment vouchers against the Federal Reserve Letter of Credit and by an official of the Grantee who has authorized them to sign.

2. Upon execution of the grant, the Grantee shall receive one certified copy of the Federal Reserve Letters of Credit.

3. The Grantee shall confirm with its commercial bank that the Federal Reserve Letter of Credit has been opened and is available if funds are needed.

4. To receive payment, the Grantee shall:

- (a) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies;
- (b) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194;
- (c) Present the original, duplicate and triplicate copy of the form TUS 5401 to its commercial bank;
- (d) Retain the quadruplicate copy of the voucher.

5. After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current needs.

6. In preparing the payment voucher, the Grantee shall assign a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the Federal Reserve Letter of Credit. The current status of the pertinent Federal Reserve Letter of Credit funds shall be presented on the reverse side of the last two copies of the Form TUS 5401 in the following format:

Cash on hand prior to preceding advance	\$
Plus amount of last advance on TUS 5401 No.
Less total payments subsequent to last advance
Equals cash on hand prior to receiving current advance on TUS 5401 No.

7. A report of expenditures shall be prepared and submitted semi-annually to A.I.D. Office of Financial Management (SER/FM/RSD). This report, submitted on Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," shall be supported by certifications, listing of expenditures against withdrawals and documentation as required.

8. Simultaneously with the submission of the report of expenditures the Grantee shall submit to SER/FM/RSD a status report on the Federal Reserve Letter of Credit as of the close of the periods covered by the report of expenditures. The report is prepared in the following format:

<i>Federal Reserve Letter of Credit No.</i>	
1. Total amount of Federal Reserve Letter of Credit	\$
2. Payment Vouchers presented against Federal Reserve Letter of Credit
a. Credited prior to reporting period
b. Credit during reporting period, TUS 5401 Nos. through , inclusive

- *c. Presented but not credited, TUS 5401 Nos. . . .
through, inclusive

* Itemize any payment vouchers reported in Item 2c as presented but not credited.

A T T A C H M E N T B

SPECIAL PROVISIONS

A. This agreement may be revised only by the written mutual consent of the parties hereto.

B. If at any time A.I.D. concludes that the services of the A.I.D.-financed individuals are not being used for the purposes specified in this grant, A.I.D., after consultation with the Grantee, may cease further disbursements other than those required for the liquidation of outstanding legally binding commitments entered into under this agreement except as A.I.D. may otherwise agree in writing.

C. Financial records, including documentation to support entries on accounting records and to substantiate charges to the grant shall be kept in accordance with Grantee's usual accounting procedure, which shall follow generally accepted accounting practices. All such financial records shall be maintained for at least three years after final disbursement of funds under this grant. The Grantee annually shall render an accounting of the expenditures incurred under the grant to the authorized representative of A.I.D. or the Comptroller General of the United States.

D. The Grantee shall submit annually to A.I.D. a report describing those activities which have been financed under this grant. The report shall include a list of those persons employed by Grantee with grant funds together with the place and nature of their assignment.

E. Both parties are in agreement that the acceptance of this grant will not give rise to any financial liability on the part of the United Nations.

F. No member of or delegate to the Congress or resident Commissioner shall be admitted to any share or part of the grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

G. The monitoring functions for A.I.D. under this grant shall be carried out by the Office of North Africa and Africa Regional Affairs (AFR/NARA) or such other office as A.I.D. shall designate in writing.

AMENDMENT¹ No. 1 TO GRANT BY THE UNITED STATES OF AMERICA TO THE UNITED NATIONS (UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)

The Grant dated November 7, 1973 between the United States of America, acting through the Agency for International Development (A.I.D.) and the United Nations (Grantee) is hereby amended as follows:

1. In Article I delete the word "experienced".
2. In Article I delete the phrase "for an initial period of at least two years" and add at the end of such Article the phrase "and for a tour of duty up to two years".
3. In Article III A. add at the end thereof the following new subparagraph:
 "6. Training supervision and administration costs for associate experts at the international rate agreed upon for the employment of associate experts from countries other than the U.S. of twelve percent of items 1 through 5 immediately above."

Except as hereinabove amended, all provisions of the Grant remain in full force and effect.

Accepted:

For the United Nations
(United Nations Trust Fund
for Development Planning):

By: [Signed — Signé]²

Title: Acting Head
Office of Financial Services

Date: 1 February 1974

For the United States
of America:

By: [Signed — Signé]³

Title: Minister-Counsellor
Deputy Permanent Representative
on the Economic
and Social Council
U.S. Mission to the
United Nations

Date: 1 February 1974

¹ Came into force on 1 February 1974 by signature.

² Signed by W. H. Ziehl — Signé par W. H. Ziehl.

³ Signed by Robert W. Kitchen — Signé par Robert W. Kitchen.

AMENDMENT¹ No. 2 TO GRANT BY THE UNITED STATES OF AMERICA TO THE UNITED NATIONS (UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)

The Grant dated November 7, 1973, between the United States of America, acting through the Agency for International Development (A.I.D.) and the United Nations (Grantee) is hereby amended further, as follows:

I. In Article III A., add at the end thereof, the following subparagraph 7:

“For the purposes of this agreement only, program support costs of UN and the specialized agencies, in accordance with the regulations and practices of the UN body to which the experts are assigned, at a rate not to exceed the prevailing rate at which UNDP reimburses specialized agencies for such costs.”

Except as hereinabove amended, all provisions and prior amendments of the Grant remain in full force and effect.

Accepted:

For the United Nations
(United Nations Trust Fund
for Development Planning)

By: [Signed — Signé]²

Title: Deputy Controller

Date: 29 January 1975

For the United States
of America

By: [Signed — Signé]³

Title: Deputy U.S. Representative
Economic and Social Council

Date: 29 January 1975

¹ Came into force on 29 January 1975 by signature.

² Signed by W. H. Ziehl — Signé par W. H. Ziehl.

³ Signed by Robert W. Kitchen — Signé par Robert W. Kitchen.

AMENDMENT¹ No. 3 TO GRANT BY THE UNITED STATES OF AMERICA TO THE UNITED NATIONS (UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)

The Grant dated November 7, 1973, between the United States of America, acting through the Agency for International Development (A.I.D.) and the United Nations (Grantee) is hereby amended further, as follows:

I. In Attachment A entitled "Disbursement of Funds", delete paragraphs 5, 6, 7 and 8 in their entirety and substitute:

5. After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall be presented as near as possible to the time of expenditure and will call for those amounts necessary to meet the current needs of the Grantee in carrying out the purposes of this grant.

6. In preparing the payment voucher, the Grantee shall assign a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the Federal Reserve Letter of Credit. The current status of the pertinent Federal Reserve Letter of Credit funds shall be presented on the reverse side of the last two copies of the Form TUS 5401 in the following format:

Total available under Federal Reserve
Letter of Credit
Amount drawn down to date
Amount of current drawing
Amount remaining

7. A report of expenditures shall be prepared and submitted semi-annually to AID in two copies indicating how the money was spent for purposes of the agreement.

8. Simultaneously with submission of the report of expenditures the Grantee shall submit to AID a status report on the Federal Reserve Letter of Credit for the same period.

II. In Attachment B, Special Provisions, Paragraph C., delete the final sentence of said paragraph in its entirety.

III. In Attachment B, Special Provisions, add at the end thereof the following paragraph:

H. The Secretary-General, or the Executive Head of other United Nations organizations, shall appoint the professional staff under the respective Staff Regulations of the organizations concerned. Nothing in the agreement, nor in the Special Provisions, shall be interpreted as infringing the right of the Secretary-General or the Executive Heads to make appointments or to terminate them under the applicable Staff Regulations.

¹ Came into force on 3 June 1975 by signature.

Except as hereinabove amended, all provisions and prior amendments of the Grant remain in full force and effect.

Accepted:

For the United Nations
(United Nations Trust Fund
for Development Planning)

By: [Signed — Signé]¹

Title: Controller

Date: 3 June 1975

For the United States
of America

By: [Signed — Signé]²

Title: Deputy U.S. Representative
Economic and Social Council

Date: 3 June 1975

¹ Signed by Helmut Debatin — Signé par Helmut Debatin.

² Signed by Robert W. Kitchen — Signé par Robert W. Kitchen.