

No. 15157

**UNITED NATIONS
(UNITED NATIONS FUND
FOR POPULATION ACTIVITIES)
and
SYRIAN ARAB REPUBLIC**

Programme Agreement. Signed at New York on 10 December 1976

Authentic text: English.

Registered ex officio on 10 December 1976.

**ORGANISATION DES NATIONS UNIES
(FONDS DES NATIONS UNIES POUR LES
ACTIVITÉS EN MATIÈRE DE POPULATION)
et
RÉPUBLIQUE ARABE SYRIENNE**

Accord de coopération. Signé à New York le 10 décembre 1976

Texte authentique : anglais.

Enregistré d'office le 10 décembre 1976.

PROGRAMME AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC AND THE UNITED NATIONS FUND FOR POPULATION ACTIVITIES

The Government of the Syrian Arab Republic, hereinafter referred to as “the Government”, and the United Nations Fund for Population Activities, hereinafter referred to as “UNFPA”, with the participation of Specialized Agencies of the United Nations and other organizations, as considered appropriate by both parties, acting as Participating or Executing Organizations under this Agreement and hereinafter referred to as “Participating Organizations”.

Being desirous to reach mutual agreement concerning the UNFPA support for the population activities of the Government and the responsibilities which shall be assumed by each of the parties;

Declaring that these responsibilities will be fulfilled in the spirit of friendly cooperation

Have agreed that the Basic Agreement of the Government and the United Nations Development Programme, executed on 7 July 1962,² shall provide the basis for the relations between the Government, UNFPA and the Participating Organizations in any projects funded by UNFPA and that the provisions of this Programme Agreement are to be interpreted accordingly.

I. OBJECTIVE OF THE AGREEMENT

1.1 The objectives of this Programme Agreement are to establish the framework and conditions for support by the UNFPA to the Government's efforts in the field of population over the next four years and to specify the level and nature of the UNFPA assistance.

1.2 Pursuant to the decision of the Governing Council of UNDP at its 22nd Session, UNFPA will make available to the Government the total sum of \$3 million over a 4-year period.

1.3 Subject to availability of funds and approval by UNFPA of each project request, UNFPA is prepared to finance projects in the following areas:

- (a) Population Activities of the Central Bureau of Statistics;
- (b) Directorate of Population and Manpower Planning, State Planning Commission;
- (c) Demographic Teaching and Research at the University of Aleppo;
- (d) Maternal, Child and Family Health;
- (e) Women's Union;
- (f) Civil Registration;

and such other areas as the Government and UNFPA may agree.

1.4 Project Documents for funding projects in the above-mentioned areas have been prepared by the Government, with the assistance of UNFPA and

¹ Came into force on 10 December 1976 by signature, in accordance with section 5.1.

² United Nations, *Treaty Series*, vol. 443, p. 3.

Participating Organizations. Except for project documents in areas under (e) and (f), UNFPA has already approved the project documents indicated below in the total amount of \$1,770,300:

<i>Project Title and No.</i>	<i>Total</i>	<i>1976</i>	<i>1977</i>	<i>1978</i>	<i>1979</i>	<i>1980</i>
SYR/76/PO1 — Support to the Population Activities of the Central Bureau of Statistics	952,500	446,505	306,655	108,420	82,520	8,400
SYR/76/PO2 — Demographic Teaching and Research in the University of Aleppo	219,700	5,500	59,600	88,300	57,900	8,400
SYR/76/PO3 — Support to the Directorate of Population and Manpower Planning	184,100	12,200	49,500	62,850	46,950	12,600
SYR/74/PO2 — Maternal Child and Family Health	414,000	98,900	136,800	131,900	46,400	—
Total Budget Approved	1,770,300	563,105	552,555	391,470	233,770	29,400

II. SPECIAL OBLIGATIONS OF THE GOVERNEMENT

2.1 The Government confirms that UNFPA's funding is to supplement, not supplant, annual expenditure provisions made by the Government from its own resources for population activities.

2.2 The Government shall establish appropriate programmes for maintenance and repair of all equipment supplied by UNFPA.

2.3 The Government will permit an external review to be made of any of the projects funded by UNFPA under the terms of this Agreement and to assess the progress in implementation of projects.

III. ORGANIZATION OF THE PROGRAMME

A. General Responsibilities

3.1 The project documents referred to in 1.4 together with any modifications thereof set forth the responsibilities of the parties concerned with the implementation of project activities within the framework of this Agreement.

3.2 Each Project Document outlines the financial obligations of the parties concerned, specifies the Government counterpart contribution and sets forth the work plan of the project. Project Documents with any modifications thereof form part of this Agreement when approved by the Government and UNFPA and any Participating Organization concerned.

B. Participation of the Government

3.3 The Government designates as counterpart agency, Directorate of Population and Manpower Planning, State Planning Commission, herein referred to as the "Coordinating Agency" for all components of this programme.

3.4 The Co-ordinating Agency shall appoint a Programme Coordinator who will be the principal point of contact between the Government and the Resident Representative of UNDP in all matters relating to this programme.

3.5 The Government agrees to make available at the time and in the manner specified in each Project Agreement, the Government's counterpart contribution to ensure timely implementation of the different project activities.

3.6 The Government's financial obligations described in Project Agreements shall be provided for in the Government's budget for each financial year in which project activities are planned to take place.

3.7 Failure by the Government to meet its obligations in regard to any specific project may cause UNFPA's assistance under this Agreement for that project to be suspended or cancelled. Any UNFPA assistance thus suspended or cancelled shall be made available to other projects as mutually agreed by the Government and UNFPA.

3.8 The Government shall make available to UNFPA and the Participating Organizations any published or unpublished reports, records, studies, maps and other data which may be considered necessary for the implementation and evaluation of the project subject to any Government security requirements.

3.9 The Government shall exempt all imported equipment provided by UNFPA from any custom duties and shall bear the cost of other charges related to its customs clearance, in-country transportation, storage and related expenses for installation, maintenance, insurance, operation and repairs, as necessary, after delivery to the project.

3.10 The Government shall provide consultants and advisers related to projects financed by UNFPA with adequate office space and other facilities.

C. Participation of UNFPA and Participating Organizations

3.11 The Resident Representative of UNDP in Syria, or his designate, shall represent UNFPA in all contacts with the Government and shall be responsible for the coordination of the projects by Participating Organizations. UNFPA may appoint a Coordinator in the Office of the Resident Representative to assist the latter in undertaking these functions.

3.12 All non-expendable materials, equipment and supplies financed by UNFPA shall be used exclusively for the execution of the project for which they are furnished and shall remain the property of UNFPA until disposal or as hereinafter provided. Inventories of project equipment purchased with UNFPA funds shall be maintained according to UNFPA Financial Rules and Regulations. Prior to completion of a project, the Government, UNFPA and the Participating Organizations, if any, shall consult as to the disposal of non-expendable project equipment provided by UNFPA. Such equipment may be transferred to the Government, or an entity nominated by the Government, for the continued operation of the project or for activities following directly therefrom.

3.13 A Projects Implementation Committee under the Chairmanship of a representative designated by the Government shall be formed and shall meet periodically to review the progress of the projects which form part of this Agreement and related matters. The members of this Committee shall be the Resident Representative of UNDP, the UNFPA Coordinator, if and when appointed, and representatives of other governmental bodies and Participating Organizations concerned.

IV. REPORTING

4.1 In Project Agreements for each project financed hereunder, UNFPA will require Participating Organizations concerned with the project to submit progress reports to UNFPA through the Resident Representative in accordance with UNFPA monitoring and reporting procedures. When, in UNFPA's opinion, circumstances warrant it, the Projects Implementation Committee or specific agencies represented upon it shall, at UNFPA's request, submit an additional report.

4.2 Participating Organizations will be required to submit financial reports to UNFPA on those components of projects for which they are responsible. If any UNFPA funds are provided by UNFPA directly to the Government for its expenditure on a project, the Government will receive and account for such funds according to UNFPA's financial rules and procedures. The Government will permit audit of the accounts for all UNFPA funded projects by the United Nations Board of Auditors and/or the Internal Audit Services of the United Nations or their agents.

4.3 The Government will co-operate with the Resident Representative in assisting him to fulfill the reporting requirements of UNFPA.

4.4 On completion of its portion of the project activities, each Participating Organization, if any, should submit a final report to the Projects Implementation Committee and UNFPA (through the Resident Representative). The Projects Implementation Committee shall, within three months of receiving each final report, send its comments thereon to UNFPA.

V. EFFECTIVE DATE AND DURATION

5.1 This Agreement is effective upon the date of signatures set forth below. The duration of the Agreement is for four years commencing June 1976, the date the programme was approved by the Governing Council.

AGREED on behalf of the parties by the undersigned on 10 December 1976.

For the Government
of the Syrian Arab Republic:

[Signed]

His Excellency
Mr. M. MOWAFFAK ALLAF
Ambassador Extraordinary
and Plenipotentiary
Permanent Representative
to the United Nations

For the United Nations Fund
for Population Activities:

[Signed]

RAFAEL M. SALAS
Executive Director,

United Nations Fund
for Population Activities