

No. 16671

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
UNITED STATES OF AMERICA**

Letter of agreement—*Strengthening of Bangladesh statistical services (Phase II)* (with appendices and addendum). Signed at New York on 14 March 1978 and at Washington on 2 May 1978

Authentic text: English.

Registered ex officio on 2 May 1978.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)
et
ÉTATS-UNIS D'AMÉRIQUE**

Lettre d'accord—*Renforcement des services statistiques du Bangladesh (phase II)* [avec appendices et additif]. Signée à New York le 14 mars 1978 et à Washington le 2 mai 1978

Texte authentique : anglais.

Enregistré d'office le 2 mai 1978.

[LETTER OF AGREEMENT]¹UNITED NATIONS
DEVELOPMENT PROGRAMMEPROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENTOFFICE FOR PROJECTS EXECUTION
NEW YORK, N. Y.

27 January 1978

Reference: BGD/76/008

Dear Sirs,

Subject: BGD/76/008 — Strengthening of Statistical Services (Phase II)

The Office for Projects Execution (UNDP), wishing to retain the services of the U.S. Government Department of Commerce, Bureau of the Census (BuCen), in order to execute the above project, proposes for your acceptance the following Memorandum of Agreement:

1. The Bureau of the Census will provide 112 man-months of advisory and consultant services, in the total amount of \$907,850.00 (Appendix I), and for 108 man-months of placement and monitoring for a fellowships training programme at the Bureau's International Statistical Programmes Center, in the total amount of \$61,470.00 (Appendix II), with the objective of increasing the efficiency of the Bangladesh Bureau of Statistics (Government) through the integration of its administrative and organizational structure and upgrading of counterpart staff. Administration charges and fees for these services are \$289,080 (Appendix III). The total amount of the contract is \$1,258,400.00.
2. The Agreement will be carried out according to the aims and objectives of the Project Document and specifically as described under Subcontract, Section B of this Document.
3. In addition, certain other sections of the Project Document are to be followed:
 - a) A detailed Work Plan for the implementation of the project will be prepared by the Co-ordinator of the international staff assigned to the project, in consultation with the Director-General of the Bureau of Statistics. This will be done at the start of the project and brought forward periodically.
 - b) The activities necessary to produce the indicated outputs and achieve the project's immediate objective will be carried out jointly by the national and international staff assigned to it. The respective roles of the national and international staff will be determined by their leaders, by mutual discussion and agreement, at the beginning of the project, and set out in a framework for effective participation by national and international staff in the project. The framework, which will be attached to the Project Document as an Annex, will be reviewed from time to time.
 - c) The success of this project will depend on the international advisers being able to act in an advisory capacity to appropriate staff of the various sections to which they will be assigned. It will be the obligation of the Bureau of Statistics to assure that each adviser be assigned a counterpart officer with whom he is to work on a full-time basis. These Government officers shall be at the level of Director/Section Chief of the relevant sections of the Bureau.

¹ Came into force on 2 May 1978, upon acceptance by the United States of America.

4. The advisers will exercise all reasonable care, diligence and skill in the performance of their work in accordance with the request for assistance and the directions of the Office for Projects Execution and in close cooperation with its authorized representative or representatives who will likewise exercise all reasonable diligence for this purpose.

5. *Privileges and Immunities*

The U.N. will obtain for BuCen exemption from or reimbursement for the cost of any taxes, duties, fees or levies which may be imposed in the country on salaries or wages earned by BuCen's foreign personnel in the execution of the Project and on any equipment, materials, and supplies which BuCen may bring into the country in connexion with this Project or which after having been brought into the country may be subsequently withdrawn therefrom. It is agreed that the U.N. shall not be liable beyond the amount of said taxes, duties, fees and levies for any failure or delay in obtaining exemption or reimbursement for BuCen or its foreign personnel.

The U.N.D.P. agrees to use its best efforts to obtain for BuCen and its personnel (except Government nationals employed locally), to the extent granted by the Government to U.N. staff members, such facilities and immunities as the Government has agreed to grant in performing services for the United Nations Development Programme within the country.

6. *Waiver of Privileges and Immunities*

Any provision, whether in an Agreement, Project Document, or any other instrument, to which the recipient Government is a party, by which the recipient Government confers benefits upon BuCen and its personnel in the form of facilities, privileges, immunities, or exemptions by reason of its performance of services for the U.N. on this Project, may be waived by the U.N. where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the Project or to the interests of the U.N.D.P. or the U.N.

7. *Availability of Documents*

All maps, drawings, photographs, invoices, plans, reports, recommendations, estimates, documents and all other data compiled or received by BuCen which the assisted government expressly designates as being available for public dissemination shall be copied and delivered to the U.N.D.P.'s authorized officials on completion of work under this Agreement.

8. *BuCen's Responsibility for Employees*

BuCen shall be responsible for the professional and technical competence of its employees and will select for work under this Agreement, reliable individuals who will perform effectively in the implementation of the Agreement.

9. *Assignment of Personnel*

BuCen shall identify to U.N.D.P. any personnel proposed as replacements for or as additions to the professional staff positions specified in the Schedule and shall consult with U.N.D.P.'s Office for Projects Execution prior to making any replacements or additions.

10. *Removal of Personnel*

Upon written request by U.N.D.P., BuCen shall withdraw from the field any personnel under this Agreement and shall replace such personnel by others in accordance with the procedures set forth in paragraph 9 above. All costs and additional expenses resulting from the replacement in this matter of any of BuCen's personnel shall be at U.N.D.P.'s expense. Such withdrawal shall not be considered as termination in part or in whole of this Agreement.

11. *Assignment*

BuCen shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof or of any of BuCen's rights, claims or obligations under this Agreement except with the prior written consent of the U.N.D.P.

12. *U.N. Privileges and Immunities*

Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of the U.N.D.P.

13. *Officials not to Benefit*

BuCen warrants that no official of the United Nations or the Government has been or shall be admitted by BuCen to any direct or indirect benefit arising from this Agreement or the award thereof.

14. *Language, Weights and Measures*

Except as may be otherwise specified in the Agreement, the English language shall be used by BuCen in all written communications to the U.N.D.P. with respect to the services to be rendered and with respect to all documents procured or prepared by BuCen pertaining to the work. The project surveys shall be based on the metric system of weights and measures, and estimates of quantities involved shall be made and recorded in metric units except as otherwise specified in the Agreement.

15. *Force Majeure*

Force majeure as used herein shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome. As soon as possible after the occurrence of any cause constituting *force majeure*, BuCen shall give notice and full particulars in writing to the U.N.D.P. of such *force majeure* if BuCen is hereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. In this event the following provisions shall apply:

- a) The obligations and responsibilities of BuCen under this Agreement shall be suspended to the extent of its inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, BuCen shall be entitled to reimbursement by the U.N.D.P. against appropriate vouchers of its costs including, but not limited to, BuCen's expenses for personnel rendered idle by such suspension.
- b) BuCen shall within fifteen (15) days of the occurrence of the *force majeure* submit a statement to the U.N.D.P. of estimated expenditures for the duration of the period of suspension.
- c) The term of this Agreement shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the work to be different from the period of suspension. BuCen shall exert its best efforts for a reasonable time to be ready to resume work after a suspension.
- d) If BuCen is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement, the U.N.D.P. shall have the right to terminate this Agreement on the same terms and conditions as are provided for in Paragraph 16 concerning "Termination", except that the period of notice may be seven (7) days instead of thirty (30) days.
- e) For the purpose of the [preceding] sub-section, the U.N.D.P. will consider BuCen permanently unable to perform in case of any period of suspension in excess of thirty (30) days. Any such period of thirty (30) days or less shall be deemed temporary inability to perform.

16. *Termination*

U.N.D.P. may terminate this Agreement in whole or in part at any time upon thirty (30) days' notice of termination to BuCen. In the event of such termination, unless caused by BuCen's material and substantial breach of Agreement, U.N.D.P. shall be liable to BuCen for payment of costs incurred to the date of termination and for commitments which BuCen is unable to cancel including, but not limited to, the costs of repatriation of BuCen's personnel, for necessary terminal expenses of BuCen and for the costs of such urgent work as is essential and as BuCen is asked by U.N.D.P. to complete. BuCen shall keep expenses to a minimum and

shall not undertake any forward commitment from the date of receipt of any notice of termination. In respect of any obligation outstanding at the time of the termination of the Agreement, the applicable provisions of this Agreement shall continue to apply until the said obligation is fulfilled.

17. *Workmen's Compensation and other Insurance*

1) BuCen shall provide and thereafter maintain appropriate workmen's compensation and liability insurance, with respect to and prior to the departure for overseas employment under this Agreement of all employees who are hired outside the country of the Government and who are not citizens of the said country.

2) BuCen shall provide and thereafter maintain insurance in an appropriate amount against public liability for death, bodily injury or damage to property arising from the operation in the country in which the work is to be performed of motor vehicles, boats or airplanes owned or leased by BuCen. BuCen warrants that similar insurance shall be provided and maintained in respect of all vehicles or boats owned or leased by foreign personnel of BuCen and used by them in the country in which the work is to be performed.

3) BuCen shall comply with the labour laws of the Government providing for benefits covering injury or death in the course of employment.

4) BuCen shall arrange that all insurance policies other than that for workmen's compensation, referred to in the preceding paragraphs of this Article, shall include the U.N., and where appropriate, the sub-contractor concerned, together with BuCen as the insured.

18. *Indemnification*

BuCen shall indemnify, hold and save harmless and defend at its own expense the U.N., its officers, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts of omission of BuCen or its employees or sub-contractors in the performance of this Agreement. This clause shall extend to claims or liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

19. *Disputes — Arbitration*

Any dispute arising out of the interpretation or application of the terms of this Agreement shall, unless it is settled by direct negotiations, be referred to arbitration in accordance with the rules then obtaining of the International Chamber of Commerce. The U.N. and BuCen agree to be bound by any arbitration award rendered in accordance with this section as the final adjudication of any dispute.

20. *Conflict of Interest*

No employee of BuCen assigned to perform work under this Agreement shall engage, directly or indirectly, either in his own name or through the agency of another person, in any business, profession, or occupation in the country of the Government; nor shall he make loans or investments to or in any business, profession, or occupation in said country.

21. *Source of Instruction*

BuCen shall neither seek nor accept instructions from any authority external to the U.N. in connexion with the performance of services under this Agreement. BuCen shall refrain from any action which may adversely affect the U.N. and shall fulfill its commitments with fullest regard for the interests of the U.N.

22. *Title of Equipment*

Title of any equipment and supplies which may be furnished by the U.N.D.P. shall rest with the U.N.D.P. and any such equipment shall be returned to the U.N.D.P. at the conclusion of this Agreement or when no longer needed by BuCen. Such equipment, when returned to the U.N.D.P., shall be in the same condition as when delivered to BuCen, subject to normal wear and tear.

23. *Rights to Material Produced under Agreement*

Title, copyrights, and patent rights to any and all materials produced under this Agreement shall be vested in U.N.D.P. provided, however, that nothing contained in this Agreement shall prohibit BuCen from using, publishing, or reproducing such copyrightable materials on a non-exclusive basis. It is recognized that employees of BuCen will occupy positions of trust to the Government and will prepare and have access to material which will have a privileged status in the eyes of the Government. U.N.D.P. and BuCen recognize that the handling of any such privileged materials will be governed by mutual understanding reached by BuCen's employees and the Government.

24. *Use of Name, Emblem or Official Seal of the United Nations*

Unless authorized in writing by the U.N.D.P., BuCen shall not advertise or otherwise make public the fact that he is performing, or has performed, services for the U.N., or use the name, emblem or official seal of the United Nations or any abbreviation of the name of the United Nations for advertising purposes or for any other purposes.

25. *Publication*

Notwithstanding the provisions of paragraph 24, BuCen is authorized to make public the fact that he is performing, or has performed, services for the U.N.D.P. and is free to acknowledge the support of the U.N.D.P. in publications which may result from this project.

26. *Reports*

BuCen will submit to the Office for Projects Execution an inception report six months after the commencement of project activity; thereafter, six-month reports detailing the substantive progress of the project and a final report, to be submitted three months before the expiry of the Agreement.

a) *Six-Month Progress Report*

The six-month Progress Report is an in-depth account of progress to date. This report is the basis for the so-called tripartite monitoring reviews and evaluation, which takes place once or twice a year in which the project is evaluated by the three parties, the Government in the recipient country, the U.N.D.P. Resident Representative and the U.N.D.P. Office for Projects Execution. The review constitutes an institutional framework for a joint endeavour to verify the status and efficiency and effectiveness, or problems impeding them, and to agree on consequential action that can be taken. BuCen may be invited to participate in the tripartite reviews, which are normally held at the location of the project.

b) *Final Report*

BuCen is required to submit in draft Final Report three months before the expiry of the Agreement. U.N.D.P. comments to this draft will be forwarded within 30 days of receipt of this draft and BuCen will be required to take these comments into account before submitting the Final Report at the latest thirty (30) days after the expiry date of the Agreement.

The purpose of the Final Report is to record in a concise and definite manner:

- a) The principal findings and results achieved by the project, and
- b) Recommendations arising from the findings and results.

The content of the report is to be analytical and not historical. The project's work is to be assessed rather than described in detail, and the recommendations are to be presented in terms of their application to the country's requirements for this project. Background material (historical, introductory) should be kept to a minimum.

27. Prior to implementation of the effort required by this Agreement, BuCen will prepare a work plan and barchart which will specify the phases, tasks and time schedules of the work to be performed, and the names of advisers and consultants to be assigned to each phase and task.

In addition, the content and scheduling of fellowships in the project will be determined jointly between BuCen and UNDP/OPE. The work plan and barchart will be approved by OPE, as well as any future modifications, with the exception that the selection of advisers and consultants will be made by BuCen with the agreement of OPE and the Government.

28. Upon signature of the Agreement, a payment for mobilization expenses of \$325,000 will be made to BuCen; thereafter BuCen will bill the U.N.D.P. at the end of each month for actual costs incurred in that month until the total payment of \$1,258,400 is made. Payments will be adjusted to the total actual costs at the conclusion of the project and any remaining funds will be refunded to the U.N.D.P.

29. If it appears that the amount of \$1,258,400 is inadequate to complete the work as outlined in the work plan, the U.N.D.P. will be advised within sufficient time in order that a mutual agreement can be reached between the U.N.D.P. and BuCen on adjustments in the work plan.

30. BuCen shall not do any work, provide material or perform any services in the advisory component of the project which may result in any charges to the U.N.D.P. over and above the said \$1,258,400 without prior written authorization of the Senior Director, Office for Projects Execution.

31. The terms of this Agreement will take effect on the date of acceptance and will be valid until completion of work by BuCen in accordance with the responsibilities stipulated in this Agreement.

If the above terms meet with your approval, please signify your acceptance by returning one copy duly signed.

Yours sincerely,

[Signed]

JOHN B. CELLA
Senior Director
Office for Projects Execution

Accepted by:

U.S. Government Department
of Commerce
Bureau of the Census:

UNDP Office for Project Execution:

By: [Signed — Signé]¹

Title: Director

Date: May 02, 1978

[Signed]

JOHN B. CELLA
Senior Director

U.S. Department of Commerce
Bureau of the Census
Washington, D.C.

¹ Signed by Manuel D. Plotkin—Signé par Manuel D. Plotkin.

APPENDIX I

ADVISORY AND CONSULTANT SERVICES

	1978		1979		1980		Total	
	<i>m/m</i>	<i>Amount</i>	<i>m/m</i>	<i>Amount</i>	<i>m/m</i>	<i>Amount</i>	<i>m/m</i>	<i>Amount</i>
Advisers:								
Data Processing Adviser	12	44,058	12	45,282	9	33,191	33	122,531
Sample Survey Adviser	12	47,730	12	48,446	9	35,979	33	132,155
General Statistics Adviser . . .	12	47,730	12	48,446	-	-	24	96,176
	36	139,518	36	142,174	18	69,170	90	350,862
Consultants:								
National Accounts	4	14,280	-	-	-	-	4	14,280
Cartographer	6	21,113	-	-	-	-	6	21,113
Foreign Trade	2	7,036	-	-	-	-	2	7,036
Industrial Statistics	2	7,036	-	-	-	-	2	7,036
Other	3	10,452	5	19,186	-	-	8	29,638
	17	59,917	5	19,186	-	-	22	79,103
SUB-TOTAL	53	199,435	41	161,360	18	69,170	112	429,965
Other Expenses:								
Overseas Allowance and Benefits								194,275
Travel								104,760
Transportation, Personal Effects								49,000
Housing Allowance								60,500
Education Allowance								67,650
Supplies								1,700
							SUB-TOTAL	477,885
							TOTAL	\$907,850

APPENDIX II

FELLOWS TRAINING PROGRAMME

The following fellowships will be implemented by the U.S. Bureau of the Census at the International Statistical Programmes Centre:

	1978		1979		Total	
	<i>m/m</i>	<i>Amount</i>	<i>m/m</i>	<i>Amount</i>	<i>m/m</i>	<i>Amount</i>
1 Sample Survey	12	6,830	-	-	12	6,830
2 Sample Survey	4	2,330	8	4,500	12	6,830
3 Sample Survey	12	6,830	-	-	12	6,830
4 Sample Survey	4	2,330	8	4,500	12	6,830
5 Sample Survey	12	6,830	-	-	12	6,830
6 Sample Survey	4	2,330	8	4,500	12	6,830
7 Sample Survey	4	2,330	8	4,500	12	6,830
8 Sample Survey	12	6,830	-	-	12	6,830
9 Sample Survey	4	2,330	8	4,500	12	6,830
TOTAL	68	38,970	40	22,500	108	61,470

APPENDIX III

ADMINISTRATION OF PROGRAMME CHARGES AND FEES

Division General Expense	\$189,385
Bureau of the Census	87,643
U.S. Commerce Overhead	5,477
U.S. Government Overhead	6,575
TOTAL	\$289,080

UNITED NATIONS
DEVELOPMENT PROGRAMME

PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT

OFFICE FOR PROJECTS EXECUTION
NEW YORK, N.Y.

10 March 1978

Reference: BGD/76/008

Dear Sirs,

Subject: Addendum to Memorandum of Agreement BGD/76/008—
Strengthening of Statistical Services (Phase II)

As an Addendum to the Memorandum of Agreement dated 27 January 1978, Paragraphs 17 (3), 18 and 19 on pages 5 and 6 of the Memorandum are deleted and thus omitted from the Agreement. The remaining contents of the Memorandum of Agreement remain the same.

Yours sincerely,

[Signed]

JOHN B. CELLA
Senior Director
Office for Projects Execution

Accepted by:

U.S. Government Department
of Commerce
Bureau of the Census:

UNDP Office for Projects Execution:

By: [Signed — Signé]¹

[Signed — Signé]²

Title: Director

Senior Director

Date: May 2, 1978

March 14, 1978

U.S. Department of Commerce
Bureau of the Census
Washington, D.C.

¹ Signed by Manuel D. Plotkin—Signé par Manuel D. Plotkin.

² Signed by John B. Cella—Signé par John B. Cella.