

No. 22793

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
ZAMBIA**

Agreement for the provision of services in respect of the implementation of a technical assistance project financed fully from funds made available through a credit to the Government from the International Bank for Reconstruction and Development (IDA Credit 873 ZA) (with annex). Signed at Lusaka on 2 February 1984 and at New York on 19 March 1984

Authentic text: English.

Registered ex officio on 19 March 1984.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)
et
ZAMBIE**

Accord pour la prestation de services relatifs à l'exécution d'un projet d'assistance technique entièrement financé par un crédit consenti au Gouvernement par la Banque internationale pour la reconstruction et le développement (crédit IDA 873 ZA) [avec annexe]. Signé à Lusaka le 2 février 1984 et à New York le 19 mars 1984

Texte authentique : anglais.

Enregistré d'office le 19 mars 1984.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA AND THE UNITED NATIONS DEVELOPMENT PROGRAMME FOR THE PROVISION OF SERVICES IN RESPECT OF THE IMPLEMENTATION OF A TECHNICAL ASSISTANCE PROJECT FINANCED FULLY FROM FUNDS MADE AVAILABLE THROUGH A CREDIT TO THE GOVERNMENT FROM THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (IDA CREDIT 873 ZA)

WHEREAS the Government of the Republic of Zambia (hereinafter referred to as the "Government") has entered into a Credit Agreement (IDA Credit 873 ZA) signed on January 26, 1979,² with duration period of 5 (five) years with the International Bank for Reconstruction and Development (hereinafter referred to as "IBRD") for the purpose of financing a technical assistance project for strengthening planning and preparation of investment-oriented projects (hereinafter referred to as the "Project");

WHEREAS the Government has requested the United Nations Development Programme (hereinafter referred to as "UNDP") to provide for the Project certain services which are to be financed from funds made available to the Project under the aforesaid Credit Agreement;

WHEREAS the Administrator of UNDP has expressed his willingness to provide these services and has designed the Office for Projects Execution (hereinafter referred to as "OPE") as the unit responsible for providing these services which shall be subject to such instructions as the Administrator may issue from time to time on UNDP modalities for providing such services;

WHEREAS IBRD had agreed that the proceeds of the Credit can be utilised to finance the services requested from UNDP by the Government;

NOW THEREFORE the Government and UNDP hereby agree as follows:

Article 1. 1.1. UNDP shall be responsible for the provision of the services (hereinafter referred to as the "Services") specified as purchase on behalf of the Government of the following equipment: two Toyota Landcruisers short-wheel base, two Toyota Landcruisers long-wheel base, two IBM electric typewriters 18 in. carriage, two Olympia Manual typewriters 18 in. carriage, two Nashua 1218 DF Photocopying machines and the essential spare parts of the aforementioned equipment.

Article 2. 2.1. The total amount of the World Bank-IDA Technical Assistance Credit for the Project is US\$5,000,000. However for the purpose of the Services to be rendered under this Agreement, that is the purchase of equipment, the ceiling authorised for expenditure shall be US\$100,000. The cost of the Services to be provided by UNDP shall be 5 per cent of the actual expenditure.

2.2. Immediately following signature of this Agreement, the Government shall ensure, by applying to IBRD for a withdrawal of funds, the direct payment of the amount of US\$100,000 which shall be deposited in the account specified in paragraph 2.4 below. This amount shall be used to cover the one-time expenditure on purchase and delivery of the equipment specified in paragraph 1.1 above.

¹ Came into force on 19 March 1984 by signature, in accordance with article 8.

² United Nations, *Treaty Series*, vol. 1172, p. 89.

2.3. Immediately upon completion of the Services rendered UNDP will submit to the Government a financial balance-sheet specifying the payments made. The Government shall ensure prompt payment of any balance outstanding.

2.4. All payments shall be made in United States dollars which shall be deposited in UNDP account No. 015- 002284 "UNDP Contributions Accounts", in the Chemical Bank, United Nations Branch, New York, 10017, "Technical Assistance to World Bank Project". The Government shall send to the UNDP Treasury Section a copy of the initial application for direct payment, as well as any subsequent applications.

2.5. Deposits of funds under this Agreement shall not bear interest.

2.6. The Government and UNDP may at any time (within the period of operations) agree in writing on changes relating to the Services or budgets, provided that the changes are consistent with the prescribed purposes, available funds and period of validity of this Agreement.

2.7. UNDP shall not incur obligations of any kind beyond those specified in paragraphs 1.1 and 2.2 above.

Article 3. 3.1. UNDP shall be responsible for procuring the equipment specified in paragraph 1.1 above in accordance with the UNDP rules and regulations. Title to such equipment shall be transferred to the Government on its arrival in the country.

3.2. On termination or expiration of this Agreement, the funds shall continue to be held by UNDP until all commitments or expenditure incurred in implementing the Agreement have been covered by these funds. Immediately thereafter, any amount remaining shall be utilised as may be indicated by the Government.

Article 4. 4.1. UNDP/OPE shall establish a trust fund for the receipt and administration of the funds referred to in paragraph 2.2 above. These funds shall be utilised in accordance with the decisions of the Governing Council concerning trust funds, as set forth in document DP/82/57, annex II, "Guidelines on the Fundamental Principles and Basis for the Establishment of Trust Funds by the Administrator".

4.2. UNDP shall carry out its functions under this Agreement in accordance with the relevant General Assembly resolutions, the decisions of the Governing Council and the rules and regulations of UNDP.

Article 5. 5.1. If there will be any customs duties or other charges, the Government undertakes to pay such customs duties and other charges related to the clearance of equipment concerning which title is transferred to the Government on its arrival in the country. Government shall be responsible for the transport and storage of the equipment. Government shall ensure safe custody of the equipment and its installation, entry into operation, operation, maintenance, repair, insurance and replacement, as required, unless provision for this type of expenditure is specifically made in the Project budget.

Article 6. 6.1. The provisions of article X ("Facilities for execution of UNDP assistance") and article XII ("Settlement of disputes") of the Basic Agreement between the Government of the Republic of Zambia and UNDP as amended on 14 October 1983¹ shall apply to the matters dealt with in this Agreement.

¹ United Nations, *Treaty Series*, vol. 1335, No. I-22392, and vol. 1436, No. A-22392.

Article 7. 7.1. This Agreement may be suspended by UNDP or by the Government by written notification to the other party. The Government and UNDP shall strive by mutual agreement through negotiation to rectify the situation responsible for the suspension of the Agreement. If no solution is arrived at by the Government and UNDP within 60 days after receipt of such notification, the Agreement shall terminate. The obligations assumed by UNDP and the Government under this Agreement shall remain in force after such termination to the extent necessary to permit the orderly conclusion of activities, the withdrawal of funds and property of UNDP, the settlement of accounts between parties hereto, the reconciliation of bank accounts and the settlement of contractual liabilities that are required in respect of suppliers.

Article 8. This Agreement shall enter into force immediately following its signature by the parties thereto.

IN WITNESS WHEREOF the undersigned acting through their representatives, thereunto duly authorized, have caused this Agreement to be signed in the English language in two copies.

For the United Nations
Development Programme:

[Signed — Signé]¹

For the Government
of the Republic of Zambia:

[Signed]

E. C. KAUNGA
Acting Permanent Secretary
National Commission
for Development Planning

New York, 19/3/1984

Lusaka, 2/2/1984

ANNEX I

PROJECT BUDGET COVERING TRUST FUND CONTRIBUTION

(In US\$)

Country: Zambia
Project No.: ZAM/84/R01/A/88/31
Title: IDA Technical Assistance Loan No. 873
Procurement of Equipment

	<i>Total</i>	<i>1984</i>
40. <i>Equipment</i>		
42. Equipment	95,238	95,238
49. Component Total	95,238	95,238
93. Support Cost (5%)	4,762	4,762
99. GRAND TOTAL	100,000	100,000

¹ Signed by A. Brown — Signé par A. Brown.