

No. 23265

**UNITED NATIONS
and
NIGER**

**Service Agreement concerning assistance in the field of
statistics and computer science (with appendix). Signed
on 22 February 1985**

Authentic text: French.

Registered ex officio on 22 February 1985.

**ORGANISATION DES NATIONS UNIES
et
NIGER**

**Accord de services concernant une assistance dans le
domaine de la statistique et de l'informatique (avec
appendice). Signé le 22 février 1985**

Texte authentique : français.

Enregistré d'office le 22 février 1985.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE NIGER AND THE UNITED NATIONS

Whereas the Government of The Niger (hereinafter called “the Government”) has concluded Credit Agreement No. 1493-NIR with the International Development Association (hereinafter called “IDA”) for the purpose of financing the Economic and Financial Management Improvement Project² (hereinafter called “The Project”);

Whereas the Government, represented by its Ministry of Planning, intends to use a portion of the proceeds of the credit to engage the services of the United Nations, represented by its Department of Technical Co-operation for Development (hereinafter called “UNDTCD”) to provide assistance to the Statistical and Information Science Department (“DSI”);

The Parties to this Agreement have agreed as follows:

Article I

1.1. UNDTCD undertakes to provide the services specified in appendix I to this Agreement (hereinafter called “the Services”) with due diligence and efficiency.

1.2. It is estimated that the Services will be provided for a period of four years, beginning on the date on which this Agreement enters into force in accordance with the provisions of article VII.

1.3. The designated representatives of the Government and UNDTCD, acting in accordance with the provisions of article VI below, may agree in writing to change the procedures, staff lists, calendar and other matters covered by appendix I to this Agreement, provided that such changes will neither materially affect nor jeopardize the implementation of the Project. However, such changes shall be made only with the agreement of IDA.

Article II. THE SERVICES

2.1. UNDTCD shall recruit the staff needed to provide the Services in accordance with the objectives and programmes of activities set out in appendix I to this Agreement. Such staff shall be assigned to the various established posts upon the approval of the Government. In the course of their duties, the staff shall carry out the work indicated in appendix I as well as any reasonable request relating thereto made by the Director of the Statistical and Information Science Department. The chief of the team for project NER/82/013 “Assistance to Economic Planning, Forecasting and Training” shall co-ordinate the activities of the team of consultants provided for in appendix I to this Agreement.

2.2. UNDTCD shall guide and closely supervise the staff in the performance of their duties and shall provide them with any administrative support and

¹ Came into force on 22 February 1985 by signature, in accordance with article VII (2).

² United Nations, *Treaty Series*, vol. 1398, No. I-23385.

advisory and support services needed for the satisfactory provision of the Services.

2.3. UNDTCD shall make due provision for the payment to the staff of all monies due them and for the payment of all other costs relating to their assignment.

2.4. As envisaged in appendix 1 to this Agreement, UNDTCD may also sub-contract all or part of the Services, provided that the sub-contractors are chosen and the terms and conditions of their contracts are determined following approval by the Government and IDA.

2.5. The Government, and UNDTCD, with the agreement of IDA, shall select the fellowship-holders referred to in appendix 1 to this Agreement. UNDTCD shall administer the scholarships in accordance with the United Nations rules and regulations in force. UNDTCD undertakes to take any measures required in order to:

- (a) Assist with the selection of training sites;
- (b) Facilitate the travel of fellowship-holders;
- (c) Ensure the payment of course-related costs (personal costs and training costs).

Upon completion of training, each fellowship-holder shall submit a report to the Government, with copies to UNDTCD and IDA.

2.6. UNDTCD shall obtain the supplies and equipment specified in appendix 1 to this Agreement and shall transfer ownership thereof to the Government after the Services have been provided. Where such costs are not exempted by the Government, the latter shall pay all customs duties and other costs relating to the admittance into the country of the equipment and supplies imported by UNDTCD to fulfil the objectives of the services and shall defray all costs relating to the installation, maintenance and insurance of such equipment out of the proceeds of IDA Credit No. 1493-NIR.

2.7. The Government undertakes to recruit the national staff referred to in appendix 1 to this Agreement and to defray the related social costs and shall be responsible for the administrative support services referred to in appendix 1, including secretarial and local staff services, office premises, locally produced supplies and equipment, staff transportation within the country and adequate communications.

Article III. FINANCIAL ARRANGEMENTS

3.1. The total cost of the Services is estimated at US\$1,454,310, including an amount for programme support costs representing 13 per cent of actual total expenditures. This amount may not be exceeded without the prior consent of the Government and IDA.

3.2. (a) Upon signature of this Agreement, the Government shall transmit to IDA, with a copy to UNDTCD, an open request for disbursement covering the total cost of the services as set out in paragraph 3.1 above. This disbursement shall be paid to UNDTCD in accordance with the payment schedule indicated in appendix 1, part F, of this Agreement.

(b) These payments, which shall be made in United States dollars or in other convertible and freely usable currencies, shall be paid directly by IDA on

each due date to UNDTCD Special Account No. 2-014-1-018531, Chase Manhattan Bank, 825 UN Plaza, New York, NY 10017.

(c) One month prior to each due date provided for in the payment schedule, UNDTCD shall transmit to IDA, with a copy to the Government, a request for payment based on statements reflecting actual expenditures.

The request for payment and the statements shall indicate the amount needed to cover the estimated cost and the provision of services for the next six months.

(d) IDA disbursements to UNDTCD shall be made without prejudice to the Government's right to contest any amount claimed by UNDTCD and to request IDA, with notification to UNDTCD, to deduct the contested amount from any future payment.

(e) The Government also reserves the right to terminate the above payment procedures by giving reasonable notice to UNDTCD and IDA.

3.3. UNDTCD shall not be required to begin or continue providing the Services indicated until it has received the relevant payments referred to above and shall not commit any funds in excess of those deposited in the account referred to in paragraph 3.2 (b) above.

3.4. All accounts and financial statements shall be expressed in United States dollars and shall be submitted solely for the purposes of the internal and external auditing procedures set forth in the United Nations financial regulations, financial rules and related guidelines, which include, *inter alia*, procedures relating to record-keeping and the maintenance of separate accounts for all funds received under this Agreement.

3.5. The funds received under this Agreement shall be used solely to cover costs incurred for the Services or to be paid in connection therewith. Such costs may include unforeseen expenditures attributable (but not limited) to the repatriation of experts and their dependents, emoluments paid to experts upon termination of their tour of duty or their travel expenses upon reassignment, revised salary scales and reimbursement to experts of medical and other expenses payable to them under the financial regulations, financial rules and guidelines of the United Nations and, lastly, any expenditures necessitated by the suspension or termination of the Services or the Project.

3.6. Where, owing to unforeseen circumstances, the funds received pursuant to this Agreement are insufficient to cover the total cost of the Services, UNDTCD shall so inform the Government and IDA. The Parties shall consult together with a view to making the mutually agreed changes in the Services that are needed to ensure that the funds provided by the Government are sufficient to cover all expenditures relating to the provision of the Services.

3.7. UNDTCD shall furnish to the Government, no later than 31 July of each year and until all the envisaged Services have been provided, a statement of account indicating how the funds spent for the Services were used during the preceding calendar year.

3.8. UNDTCD shall leave in the account referred to in paragraph 3.2 any unspent or unallocated balance remaining after the Services have been provided. The Government and IDA shall decide what is to be done with this balance.

Article IV. GENERAL PROVISIONS

4.1. The Government shall guarantee the following: in the event of any question arising out of this Agreement, the provisions of the Convention on the Privileges and Immunities of the United Nations,¹ to which the Government is a Party, shall apply to UNDTCD, to its property and assets irrespective of their location or the entity currently in possession of them, and to its officials and any individual designated to provide services under this Agreement.

4.2. The Government shall respond to any suit brought by third parties against UNDTCD, its officials or other persons providing services on its behalf, and shall hold them not liable for any claim or responsibility arising out of the provision of Services under this Agreement, unless the Secretary-General of the United Nations and the Government agree that such claim or responsibility is the result of serious or wilful misconduct by the said officials or persons.

4.3. The Basic Assistance Agreement between the United Nations Development Programme (UNDP) and the Government, signed on 2 May 1977,² shall apply *mutatis mutandis* to all matters not specifically covered by this Agreement, and the provisions of articles IX and X of that Basic Agreement relating to facilities, exemptions, privileges and immunities shall apply to any individual or legal entity including sub-contractors and their staff, providing services under this Agreement. It is understood that UNDTCD is governed by the regulations and guidelines of the United Nations.

Article V

5.1. Except where settled by direct negotiations, any disagreement or dispute arising as to the interpretation or application of this Agreement shall be submitted to arbitration in accordance with the UNCITRAL arbitration rules currently in force, and the arbitral decision shall be deemed by the Contracting Parties to constitute a definitive settlement of the dispute.

5.2. None of the provisions of any article of this Agreement shall be deemed to imply a renunciation of the privileges and immunities of the United Nations.

Article VI

6.1. This Agreement may be terminated by either Party by sending written notification to the other Party, and the Agreement shall cease to have effect 60 days following the receipt of such notification. The obligations entered into by the Parties under the Agreement shall remain in force for the time required for the smooth completion of such operations as the withdrawal of staff, the distribution of funds and property, the auditing of accounts between the Parties and the fulfilment of contractual obligations to all sub-contractors, consultants and suppliers. The two Parties shall inform IDA of the reasons for the decision to terminate this Agreement.

6.2. Any measures that must or may be taken pursuant to this Agreement may be adopted by the Ministry of Planning or its designated representative on behalf of the Government, and by the Under-Secretary-General of the Department of Technical Co-operation for Development or his designated representative, on behalf of UNDTCD.

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

² *Ibid.*, vol. 1040, p. 149.

6.3. Any notification or request that must or may be presented pursuant to this Agreement shall be submitted in writing. It shall be deemed to have been properly delivered if it is transmitted by messenger, mail, telegramme or telex to the receiving Party, either at the address indicated below or at any other address communicated by that Party to the sending Party.

For UNDTCD:

Mr. Ye Chengba
Director
Policy, Programming and Development Planning Division
UNDTCD
Room DC1-1264
United Nations
New York, NY 10017
Telex: 62450

For the Government:

Almoustapha Soumaila
Minister responsible to the Prime Minister for Planning

Article VII

7.1. This Agreement may be amended by written agreement between the Parties, each of which shall give any proposed amendment careful and favourable consideration.

7.2. This Agreement shall enter into force on the date of its signature by the two Parties.

IN WITNESS WHEREOF the Government and the United Nations, acting through their representatives duly authorized for this purpose, have caused this Agreement to be signed on their behalf.

For the Government:

[*Signed*]

Name: ALMOUSTAPHA SOUMAILA

Title: Minister responsible to the
Prime Minister for Planning

Date:

For the United Nations:

[YE CHENGBA]

Department of Technical Co-operation
for Development

APPENDIX 1

SERVICES TO BE PROVIDED BY THE UNITED NATIONS

A. *Long-term and medium-term objectives of the Project*

1. The long-term objectives are to establish a viable statistical system within which the Statistical and Information Science Department (DSI) will be able to co-ordinate all the national statistics of The Niger; to ensure the production of reliable and up-to-date national accounting statistics; and to meet requests for information from public bodies responsible for planning, monitoring and evaluating the impact of the various economic policies adopted by the Government.

2. The medium-term objectives are to assist DSI with the collection, processing, analysis and dissemination of statistics on an ongoing basis by providing it with the necessary equipment and supplies, methodological and operational advice and technical, financial and logistical support, including that needed to train approximately 30 mid-level staff and 8 high-level staff.

Specifically, it is planned:

- (a) To support the updating of GDP estimates;
- (b) To support the improvement of foreign trade statistics;
- (c) To support the improvement of computer processing and the work of the Research and Methods Unit;
- (d) To support the processing and analysis of statistics from administrative records obtained by other public or parapublic bodies, including the analysis of public finance statistics;
- (e) To assist with the re-establishment of a National Statistical Committee responsible for co-ordinating all statistical activities and assigning appropriate priorities to statistical work;
- (f) To establish a training centre for mid-level staff.

B. *Scope of the services provided*1. *Expert services*1.1. *Statistical activities (Expert 1101)*(a) *Integration of methods and procedures for collecting data required to estimate GDP*

The objective is to propose methods and procedures for integrating data obtained from the processing of surveys under way in the formal and informal sectors in The Niger with a set of administrative data from other public or parapublic bodies, and to devise a new data collection system as part of a detailed work plan incorporating quality control and evaluation procedures.

(b) *Collection of statistics on the informal sector*

Two mini-surveys will be conducted to determine the structure of household budgets and the cost structure of small-scale production activities in the urban sector; the first will be a pilot survey to precede the survey of household budgets and consumption while the second is intended further to refine the bases for estimating national accounting aggregates.

These activities will be carried out in close conjunction with the practical study component of training courses, so that students can be used as interviewers.

(c) *Improvement of foreign trade statistics*

In close co-operation with the SIGOCE Project (computerized foreign trade operations management system) under way in the General Customs Office, efforts will focus

on updating current data and elaborating an operational definition of the conceptual framework for foreign trade statistics, including the implementation of a system of price and foreign trade volume indicators.

- (d) *Improvement of the quality of consumer price indexes and introduction of other indicators of domestic price trends*
- (e) *Improvement of data processing procedures and preparation of processing systems for public sector data and smaller systems for the processing of data on foreign trade, prices, production and from demographic surveys*

1.2. *Computer activities* (Expert 1102)

The purpose of the Project is to help the centre develop computer programmes to assist the Statistical and Information Science Department. Computer programmes will be designed to computerize the management and analysis of recurring small-scale statistical surveys such as those relating to consumer prices and economic activities in the modern sector.

2. *Equipment and supplies* (LB 4000)

The equipment and supplies needed to carry out the work described in the preceding paragraphs, including equipment and supplies for the training centre will be purchased.

The equipment to be purchased includes: four 404 type canvas-topped vehicles for use in a tropical environment, 8 mobyettes, 25 bicycles, and light camping equipment (camp, beds, lamps, stoves, etc.) for the household budget and consumption survey; furniture for the training centre (tables for students, armchair for the Director, chairs for teachers and students, cupboards for teachers and students, etc.); 2 Micral 9050 C micro-computers, and reproduction and printing machines (Sharp SF 900 photocopier). Supplies include whatever is required for the start-up and operation of the training centre. Funds will also be provided for fitting out the centre's premises.

3. *Training and fellowship-holders*

(a) *Training of high-level staff*

Eight high-level staff will be sent abroad for training. The following staff will receive fellowships: 4 statisticians, 2 demographers, 1 systems analyst specializing in statistical software (COCENTS, SPSS, etc.), and one systems engineer specializing in file organization and data base management.

(b) *Training of mid-level staff*

Logistical, financial and operational support will be provided for classes and for supervising the practical work required for the implementation of a mid-level staff training component sponsored by the Ecole Nationale Supérieure de Statistique et d'Economie Appliquée (ENSEA), Abidjan.

Several very short missions between ENSEA and DSI are envisaged during the training period in order to draw up an agreement between DSI and ENSEA and to coordinate the instruction provided; ENSEA will then be able to award technical assistant diplomas to students at the project's training centre. These missions will simply involve visits to Niamey by the Director and curriculum director of ENSEA to ensure that the instruction given at the centre is equivalent to that given at ENSEA.

4. *National professionals* (LB 1700)

National staff such as interviewers, enumerators and training course organizers will be used.

C. *Schedule of reports to be submitted to the Government*

(1) *Tripartite reviews and interim reports*

In order to monitor the Project's progress and attain its objectives, UNDTCD undertakes to conduct with the Government an annual evaluation of the activities planned

for the preceding 12 months with a view to adjusting the calendar of activities for the next 12 months. The first of these evaluations will be carried out in May 1986. Each expert will be required to prepare a detailed report on the activities carried out and each report must include a detailed calendar of the activities planned for the coming 12 months. These reports, together with an overview prepared by the Statistical and Information Science Department will serve as the basic documentation needed for the evaluation. Tables, statistical publications and other documents relating to the Project's activities will also have to be transmitted to participants in the evaluation meetings.

(2) *Final report*

The project report prepared at the conclusion of the expert mission will be attached to a final report prepared by the Statistical and Information Science Department evaluating all the activities carried out and detailing how the services provided by UNDTCD were used.

This report will be submitted after the services have been provided.

D. *Data, administrative services and facilities to be provided by the Government to enable project staff to carry out their work*

The Director of the Statistical and Information Science Department is responsible for managing this component of the "Economic and Financial Management Improvement Project". The Government will supply Project staff with premises, office services, and internal communications facilities, and logistical support through DSI staff. The National Director of the Project, to be designated by the Government, will ensure that the tasks recommended by the experts and defined by agreement with the national authorities are carried out according to the established timetable and conditions. The Government will also provide Project staff with the administrative and legal support needed to implement the training component, and will be responsible for selecting students and choosing instructors for the general subjects to be covered in the training courses.

E. *Staff component*

(1) *Assignment of individual experts*

The computer scientist will be assigned to the Processing Division.

The statistician will be assigned to the Survey Division.

(2) *Scope of expert services*

(a) *Statistician*

The statistician will provide assistance in the following areas:

(i) *Basic economic statistics.* Services will be provided to support the redevelopment and implementation of a system of basic economic statistics covering foreign trade, producer prices and employment.

(ii) *Economic activity of the informal sector.* Services will be provided for the conduct of two mini-surveys, one dealing with household budgets and consumption among a small sample of urban households and the other dealing with the sales turnover and cost structure of small-scale production activities in The Niger's urban sector. The services will involve preparing and conducting the surveys, data processing and analysing of the surveys' findings.

(iii) *Integration of data required for national accounting.* The purpose of these services is to integrate the system for collecting data required to estimate GDP and will focus on the findings of the enterprise survey, the household budget and consumption mini-survey, the survey of operating costs in the small-scale production sector and the "village" file surveys.

(iv) *Household budget and consumption survey.* The services will involve conducting a survey of household budgets and consumption. The survey, which will follow the pilot

mini-survey, is designed essentially to identify household habits and consumption patterns and the proportion of household budgets spent on consumer goods, with a view to determining the relative weight to be given to a number of goods used to calculate consumer price indexes in Africa, so that monthly cost of living fluctuations can be monitored.

(b) *Computer scientist*

The expert will assist with computerized data processing.

The services envisaged relate to the activities of the Organization and Methods Division, the Project Study Division and the Processing Division. The objective is to analyse the processing system in DSI and, where necessary, to provide it with programs for processing data on the public sector and foreign trade and socio-economic data, and with other statistical sub-systems required to carry out work falling within the scope of DSI's activities. These services should begin during the first half of 1985.

(c) *Activities to be carried out by both experts — training and guidance*

The terms of reference of the experts include supporting the activities of the training centre through classes or guided study. The subject matter and duration of courses shall be decided by agreement between the Statistical and Information Science Department and the experts.

F. *Payment schedule*

Payment for the services described above shall be made in accordance with the following schedule:

- (a) An initial payment of approximately \$250,000 shall be due immediately upon signature of this Agreement by the representatives of the Government and the United Nations;
- (b) The second payment shall be due in June 1985, the required amount to be indicated as stipulated in article III, paragraph 3.2 (c) of this Agreement;
- (c) The third and subsequent payments shall be due in January and June of each year during which the services are provided.

G. *Attached budget table*

PROJECT: ECONOMIC AND FINANCIAL MANAGEMENT IMPROVEMENT

Project No. *NER/84/X02/A/0A/01*

	Total		1985		1986		1987		1988-1989	
	m/m	\$	m/m	\$	m/m	\$	m/m	\$	m/m	\$
1000 <i>Staff</i>										
1101 Statistician	36	258,500	6	40,000	12	84,000	12	88,200	6	46,300
1102 Computer scientist	24	168,100	6	40,000	12	84,000	6	44,100		—
1300 Administrative support		50,000		15,000		20,000		15,000		—
1500 Official travel by Project staff		15,000		3,000		6,000		6,000		—
1612 Cost of Headquarters mission		12,000		2,400		4,800		4,800		—
1700 National professionals		173,000		34,600		69,200		69,200		—
1900 TOTAL STAFF COMPONENT		676,600		135,000		268,000		227,300		46,300
3000 <i>Training</i>										
3100 Individual fellowships (high-level staff)		250,000		37,000		71,000		71,000		71,000
3200 Collective training (mid-level staff)		120,000		40,000		80,000		—		—
3300 TOTAL TRAINING COMPONENT		370,000		77,000		151,000		71,000		71,000
4000 <i>Equipment</i>										
4100 Fungible equipment		65,400		19,000		23,200		23,200		—
4200 Non-fungible equipment		124,600		64,920		49,840		9,840		—
4900 TOTAL EQUIPMENT COMPONENT		190,000		83,920		73,040		33,040		—
5000 <i>Miscellaneous</i>										
5100 Equipment operation and maintenance		23,400		5,000		9,200		9,200		—
5200 Printing of reports		5,000		1,000		2,000		2,000		—
5300 Other expenditures		22,000		3,700		7,300		7,300		7,300
5900 TOTAL MISCELLANEOUS COMPONENT		50,400		9,700		18,500		18,500		7,300
9900 TOTAL PROJECT		1,287,000		305,620		510,540		349,840		121,000
Support costs 13%		167,310		27,885		55,770		55,770		27,885
9999 TOTAL BUDGET		1 454,310		333,505		566,310		405,610		148,885