

No. 25937

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

**Agreement concerning housing for UNDP personnel (with
annexes). Signed at Accra on 17 May 1988**

Authentic text: English.

Registered ex officio on 17 May 1988.

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

**Accord relatif au logement du personnel du PNUD (avec
annexes). Signé à Accra le 17 mai 1988**

Texte authentique : anglais.

Enregistré d'office le 17 mai 1988.

AGREEMENT¹ BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE REPUBLIC OF GHANA CONCERNING HOUSING FOR UNDP PERSONNEL

Considering that by Article VI(3) of the Agreement between the United Nations Development Programme (hereinafter called “UNDP”) and the Government of the Republic of Ghana (hereinafter called the “Government”), concluded on 17th May 1988² (hereinafter called the “Basic Agreement”), the Government undertook to assist in finding suitable housing accommodation for international personnel working on UNDP financed programmes and other programmes of agencies within the United Nations system,

Further considering that the Government is unable from its own resources to provide such accommodation,

Now, therefore, the Government and UNDP (hereinafter called the “Parties”) agree as follows:

I. APPLICATION

1. This Agreement shall be supplementary to and read together with the Basic Agreement.

II. LAND

2. The Government hereby grants to UNDP, free of any charge, rent, taxes, levies or other imports, the piece(s) of land located at (see annexes 1, 2 and 3 attached), with the right to occupy and use the land to provide housing accommodation for internationally recruited personnel made available to assist the Government under UNDP financed programmes or other programmes of agencies within the United Nations system.

3. Except as otherwise provided in this Agreement, title to the land shall at all times remain vested in the Government.

III. QUIET POSSESSION

4. UNDP shall enjoy full and quiet possession of the land granted under this Agreement. To this end, the Government shall defend UNDP against any claims to or in respect of the land by third parties.

5. The Government shall ensure that such possession is and remains free of any encumbrances, liens or interests of third parties.

IV. CONSTRUCTION

6. UNDP shall have the right to construct necessary housing and ancillary amenities, including access roads and utilities, and to install equipment and other materials required to provide housing accommodation for occupation and use as provided in paragraph 2 above.

¹ Came into force on 17 May 1988 by signature, in accordance with paragraph 12.

² Should read “27 November 1978”. For the text, see United Nations, *Treaty Series*, vol. 1119, p. 211.

7. The Government undertakes to exempt from all national and local taxes, fees, duties or levies, all supplies, materials, equipment and services which may be used in or in connection with the construction of the housing accommodation at the location indicated in Article II of this Agreement.

V. OWNERSHIP

8. Ownership of such housing accommodation, including buildings, equipment and other installations, shall vest in UNDP, and shall not form part of the realty. In case UNDP decides to terminate permanently its assistance programmes in the country and close its office, it shall have the right to transfer the ownership of the housing accommodation to any other United Nations agency established in the Country, unless UNDP decides to return the land to the Government, in which case, the rights granted to UNDP under this Agreement shall revert to the Government upon payment by it of compensation to UNDP for the housing accommodation as the parties shall agree.

VI. SETTLEMENT OF DISPUTES

9. Any disputes arising out of or in connection with this Agreement shall be settled in accordance with Article XII of the Basic Agreement.

VII. PRIVILEGES AND IMMUNITIES

10. Nothing in this Agreement shall be construed as a waiver, express or implied, of the privileges and immunities of the United Nations or of UNDP.

VIII. INTERPRETATION

11. This Agreement shall be interpreted in light of its primary purpose, to provide necessary facilities for execution of UNDP assistance to the Government, as provided in the Basic Agreement.

IX. ENTRY INTO FORCE

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

IN WITNESS WHEREOF, the respective representatives of the Government and UNDP have signed this Agreement.

DONE at Accra in six originals in English this 17th day of May in the year one thousand nine hundred and eighty-eight.

For the United Nations
Development Programme:

[Signed]

Ms. ANNE FORRESTER
Resident Representative
United Nations Development
Programme
Accra, Ghana

For the Government
of the Republic of Ghana:

[Signed]

K. B. AMISSAH-ARTHUR
Under Secretary
Ministry of Finance
and Economic
Planning

Date: 17 May 1988

Date: 17th May 1988

ANNEX 1

REPUBLIC OF GHANA
MINISTRY OF FINANCE AND ECONOMIC PLANNING
P.O. BOX M.40
ACCRA

17 May 1988

Our Ref. No. UN/1/00

Your Ref. No.

United Nations Development Programme Staff Investment Scheme

The Ministry of Finance and Economic Planning acting on behalf of the Government of Ghana has passed on the use and privilege of two pieces of land, one measuring approximately 0.81 acres situated on Rangoon Avenue in Accra, and the other approximately 0.73 acres situated at North Ridge West Residential Area, as shown in site plan Nos. L-D 8665A/AC 6140 and L-D 6482A/AC 6139 respectively.

The said plots may revert either to Government in the event that United Nations Development Programme stops its operation and leaves Ghana or to another United Nations Agency with similar rights and privileges as the United Nations Development Programme.

For Ministry of Finance
and Economic Planning:

[Signed]

K. B. AMISSAH-ARTHUR

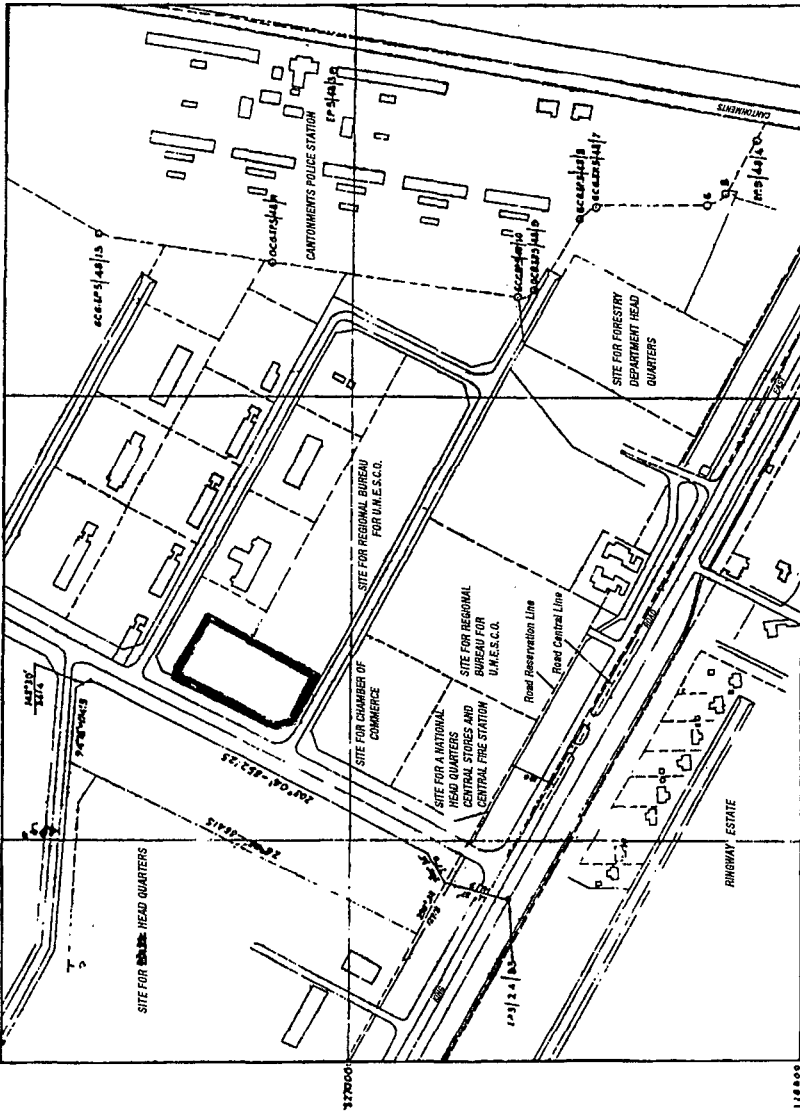
For United Nations
Development Programme:

[Signed]

Ms. ANNE FORRESTER

ACCRA
— SHEWEN EDGED PINK —
AREA = 3.74 ACRES

ANNEX 2



Based on Plan No. 6852

PLAN NO. L.D.: 6482

SCALE 1:2500

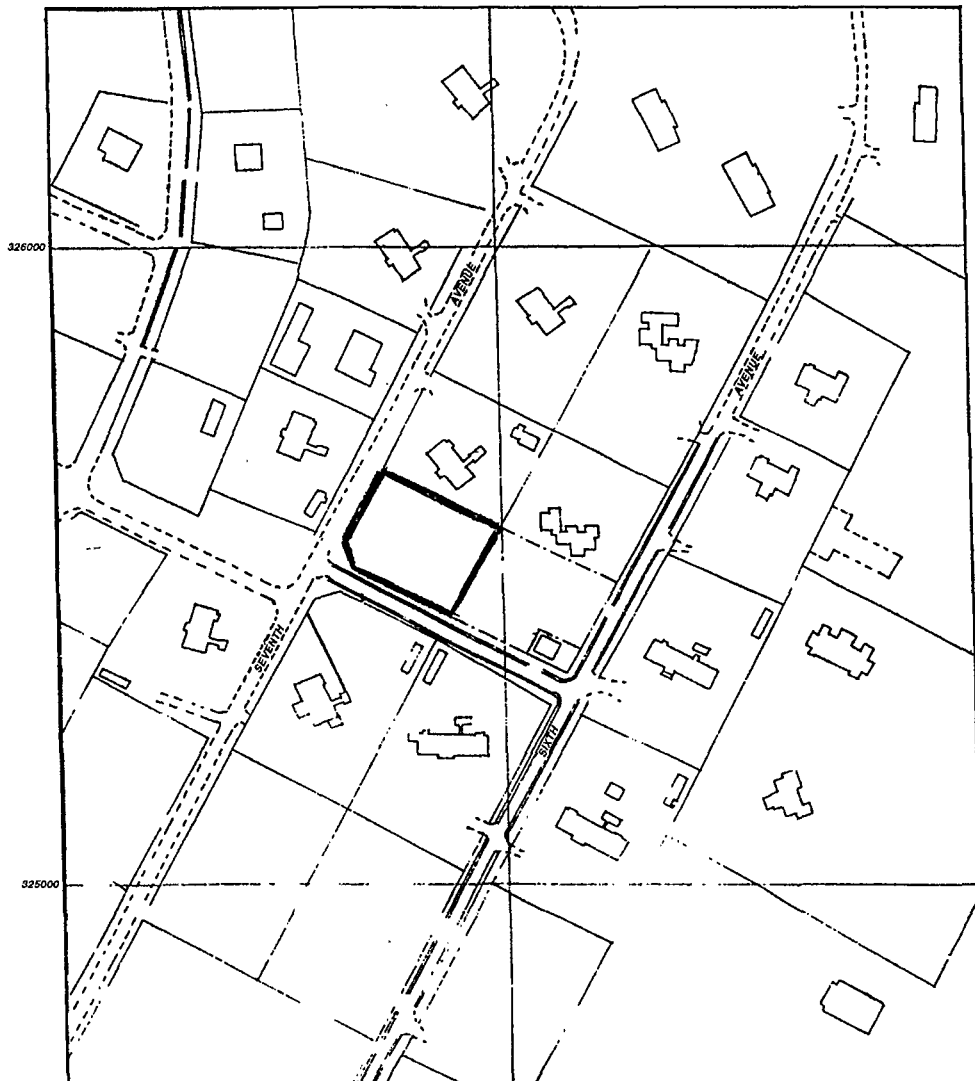
3965.1X

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ACCRA — ZONE RESIDENTIELLE OUEST DE NORTH RIDGE

— SHEWN EDGED PINK —
SUPERFICIE = HECTARE

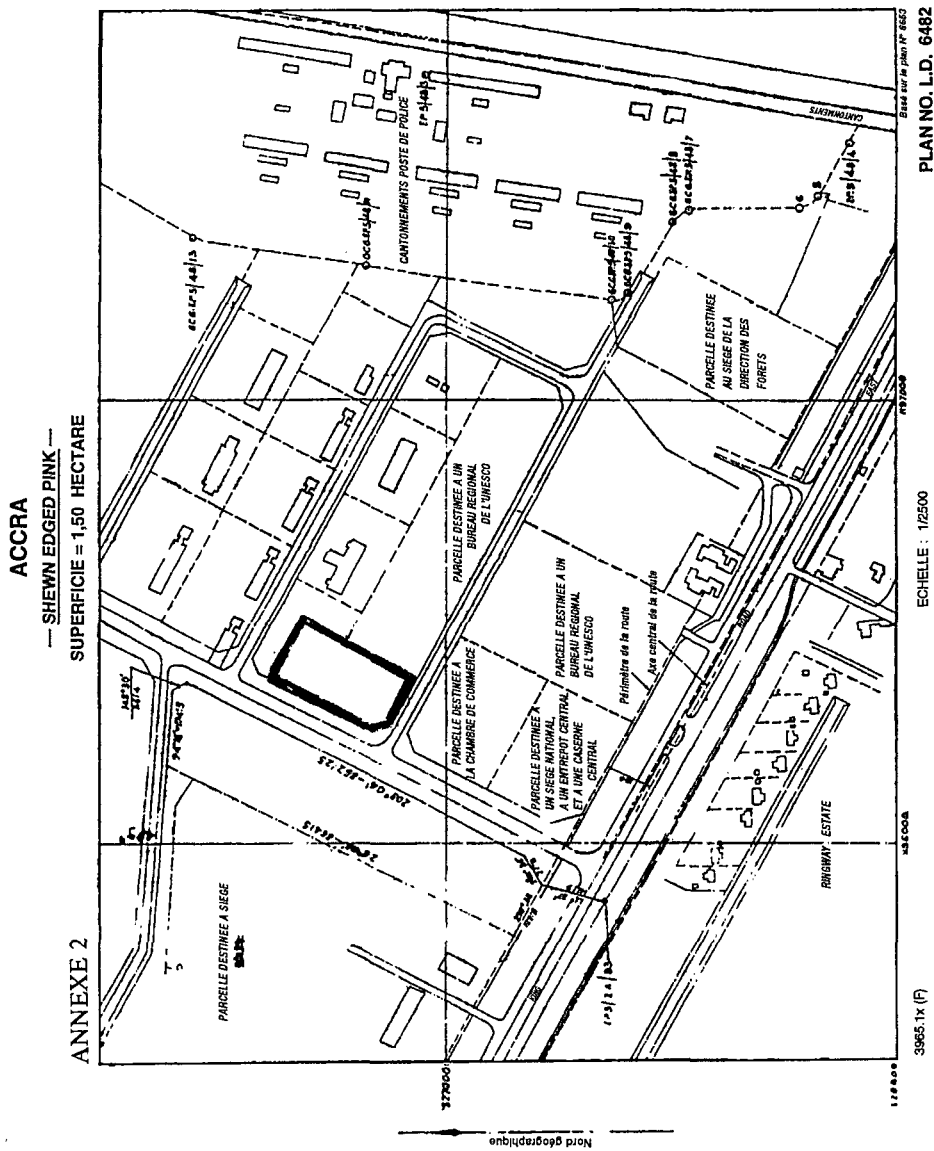
ANNEX 3



3965.2x (F)

1192000
ECHELLE : 1/2500

Basé sur le feuille N° 95 du plan cadastral de la ville d'Accra
PLAN NO. L.D. 8665

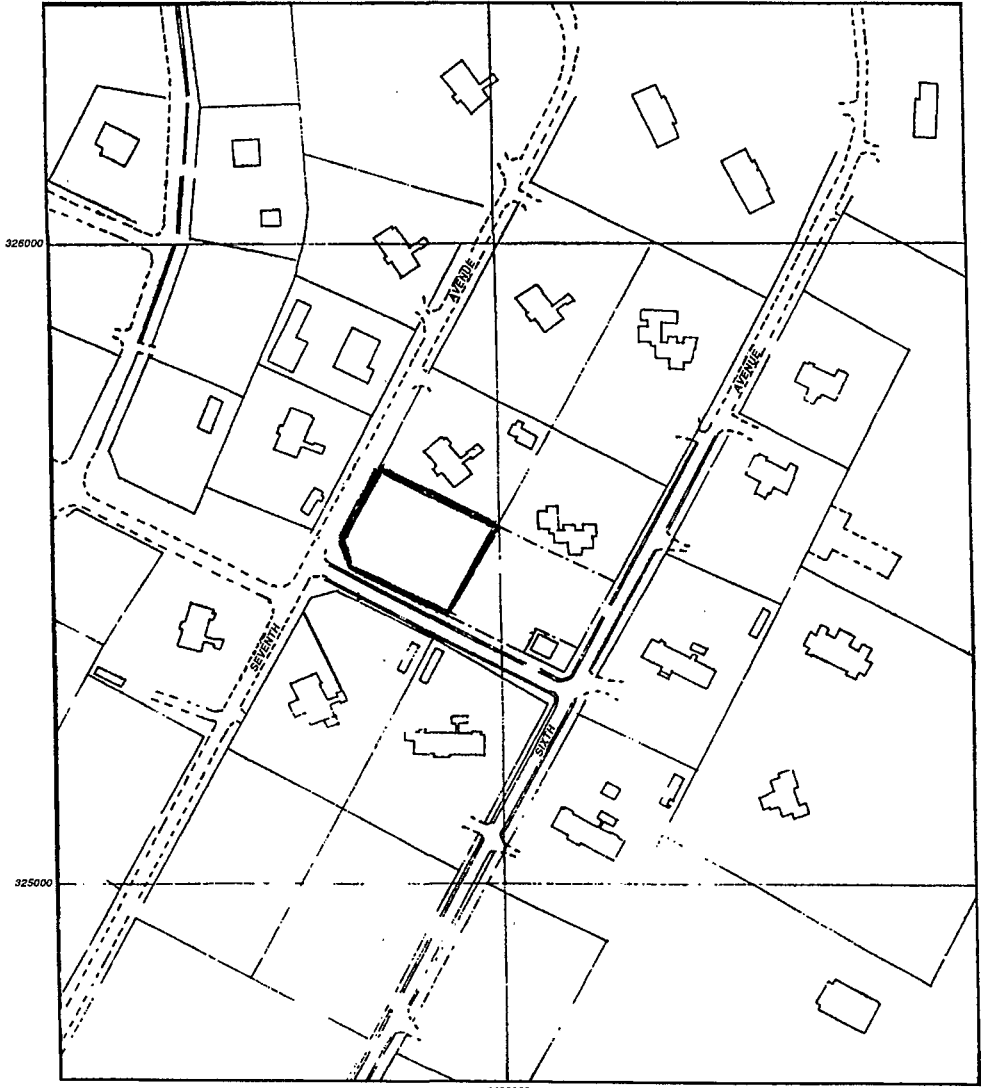


ACCRA — NORTH RIDGE WEST RESID. AREA

— SHEWN EDGED PINK —

AREA = ACRE

ANNEXE 3



3965.2x

1192000

Based on Accra Town Survey sheet No. 96

SCALE 1:2500

PLAN NO. L.D. 8665