

**AGREEMENT**

**BETWEEN**

**THE PREPARATORY COMMISSION FOR THE  
COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION**

**AND THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**ON THE PROVISION OF SUPPORT SERVICES**

WHEREAS the Agreement to Regulate the Relationship between the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) and the United Nations entered into force on 15 June 2000;

WHEREAS the Commission requires support services, which can be provided by the United Nations Development Programme (hereinafter referred to as “UNDP”), in order better to implement its programme of work;

WHEREAS UNDP can provide such operational support services to the Commission in a cost-efficient and timely way;

NOW THEREFORE the Commission and UNDP (hereinafter referred to as the “Parties”) have agreed as follows:

**Section I. GENERAL CONSIDERATIONS**

- (1) This agreement sets out the general terms and conditions under which UNDP country offices may provide operational support services to the Commission.
- (2) The Commission shall be responsible for the policy, plans and programmes related to the various support services provided by UNDP and shall establish the requirements for such support services, including the definition of technical descriptions and specifications.
- (3) Upon the request of the Commission, UNDP may provide any of the support services set forth in section II below in a cost-efficient and timely way. Such support services, and the conditions under which they will be provided, shall be set forth in specific support service agreements to be concluded between the Commission and the relevant UNDP country offices, taking into account, as appropriate, the agreements between the Commission and States hosting international monitoring facilities for the Comprehensive Nuclear-Test-Ban Treaty. The specific support service agreements shall

include a provision incorporating by reference the provisions of this Agreement, which are applicable to specific support service agreements.

(4) The Commission shall reimburse UNDP for the costs of its support services in accordance with the provisions of section IV.

## **Section II. SCOPE OF SUPPORT SERVICES**

Subject to the provisions of paragraph 2 of section I above, UNDP shall, through its country offices, provide to the Commission such support services as it can provide to United Nations organizations, as set out in the Guidelines for Operational Support Services by UNDP at the Programme-Country Level (Annex I to this Agreement). Such operational support services may include:

- (1) Obtaining of clearances for importing supplies and equipment necessary to implement the programme of work of the Commission in a host country, including, where appropriate, customs and tax exemptions;
- (2) Arrangements for temporary storage of imported supplies and equipment;
- (3) Arrangements for delivery of imported supplies and equipment to designated agents or locations;
- (4) Administrative tasks relating to protocol and legal issues, including facilitating contact between the Commission and the National Authority or a local contractor in a host country;
- (5) Assistance in the local procurement of supplies, equipment or services, and payment therefor;
- (6) Arrangements for licenses for software and communications equipment;
- (7) Assistance in the organization of special events such as seminars or workshops; and
- (8) Support, including travel arrangements and transportation support, to the staff of the Commission on mission.

## **Section III. FUNCTIONS OF THE COMMISSION AND UNDP**

(1) In accordance with the Financial Regulations and Rules of the Commission and the terms of this Agreement, the Commission shall discharge the following functions in co-operation with the relevant UNDP country office:

- a) As the need arises, identify and specify those support services to be provided by UNDP;
- b) Monitor the support provided by UNDP;
- c) Review reports as received from UNDP; and
- d) Effect payments to UNDP, in accordance with the provisions of the specific support service agreements referred to in section I above.

(2) In accordance with the Financial Regulations and Rules of UNDP and the terms of this Agreement, UNDP shall discharge the following functions through its country offices;

- a) Upon request, make every effort to provide to the Commission the support services agreed upon in accordance with sections I and II above;
- b) Designate, as appropriate, staff members to deal with the requested services in a cost-efficient and timely way;
- c) Upon request, keep the Commission informed about progress in implementing a requested support service ;
- d) Report to the Commission upon the completion of requested support services ; and
- e) Maintain complete records regarding each requested support service, which shall be available to the Commission upon request.

(3) Any changes in the provision of requested support services shall be subject to the prior approval of the Commission.

#### **Section IV. REIMBURSEMENT OF COSTS**

For the support services provided to the Commission, UNDP country offices shall identify the total costs that are incurred, which shall be reimbursed by the Commission. Such costs shall include the Commission's proportional share of all direct staff and operating costs, as well as an appropriate share of indirect costs. Each specific support service agreement referred to in paragraph 2 of section I above shall include the cost calculation methodology, the financial reporting requirements, including breakdowns and invoices, and the mechanism and timing of reimbursement. Full transparency and accountability shall be adhered to by UNDP country offices concerning the real costs involved.

#### **Section V. TERMINATION AND AMENDMENT**

- (1) This Agreement may be terminated by either Party giving three months' written notice to the other Party.
- (2) In case of termination, the Parties shall take the steps necessary to ensure that all on-going activities or support services shall not be affected until their completion, unless the Parties agree otherwise.
- (3) Amendment of this Agreement shall be in writing and signed by both Parties.

#### **Section VI. SETTLEMENT OF DISPUTES**

Any dispute between the Commission and UNDP arising out of this Agreement, or any specific support service agreement concluded thereunder, which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the

request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of the two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

## **Section VII. ENTRY INTO FORCE**

This Agreement shall enter into force upon signature by both Parties.

## **Section VIII. REVIEW OF IMPLEMENTATION**

A review of the implementation of this Agreement shall be undertaken one year after its entry into force and thereafter whenever the Parties so agree.

IN WITNESS WHEREOF the undersigned, being duly authorized representatives of the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization and the United Nations Development Programme, have signed this Agreement.

SIGNED this 7<sup>th</sup> day of December in the year two thousand at New York in two originals in the English language.

For the Preparatory Commission  
for the Comprehensive Nuclear-  
Test-Ban Treaty Organization:

For the United Nations  
Development Programme:

Wolfgang Hoffmann

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(Signed)

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(Signed)

Executive Secretary

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(Title)

Associate Administrator

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(Title)