

NOTES: The following draft agreement was presented to the SOM-12 in 2007, and is submitted to the NFP Meeting in May 2021 for as a reference only.

ANNEX: AGREEMENT

**BETWEEN THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR ASIA AND THE PACIFIC
AND THE GOVERNMENT OF xxx
ON A VOLUNTARY TRUST FUND
FOR THE NORTH-EAST ASIAN SUBREGIONAL PROGRAMME FOR ENVIRONMENTAL COOPERATION
(NEASPEC)**

1. The United Nations, represented by the United Nations Economic and Social Commission for Asia and the Pacific (hereinafter referred to as “UNESCAP”), and the Government of xxx (hereinafter referred to as “the Government”) have agreed to cooperate in the establishment of a Voluntary Trust Fund for the North-East Asian Subregional Programme for Environmental Cooperation (NEASPEC) (hereinafter referred to as “the Trust Fund”).
2. The Government shall contribute the sum of US\$ xxx (United States Dollars xxx) to the Trust Fund.
3. UNESCAP shall be responsible under the Terms and Conditions described in the Annex to this Agreement for the administration of the funds contributed to the Trust Fund,
4. Any amendment or modification to this Agreement shall be agreed on between UNESCAP and the Government in writing.
5. UNESCAP and the Government shall seek to settle amicably any differences and disputes arising from or relating to the implementation of this Agreement. Any dispute that cannot be solved by negotiation or other agreed mode of settlement shall be submitted to arbitration.
6. Nothing in this Agreement shall be deemed a waiver of the United Nations Privileges and Immunities.
7. This Agreement shall enter into force upon signature and shall remain in force for a period of five years from the date of signature, unless agreed between UNESCAP and the Government in writing.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two original copies.

For the Government of xxx

For UNESCAP

Date:
Location:

Date:
Location:

Annex

Terms and Conditions

Voluntary Trust Fund

on the North-East Asian Subregional Programme for Environmental Cooperation (NEASPEC)

Article I

1. UNESCAP shall establish a Trust Fund under the Financial Rules and Regulations of the United Nations for the receipt and administration of pooled contributions from Governments and other entities (hereinafter referred to as "Contributors") wishing to make contributions for NEASPEC.

2. Funds contributed to the Trust Fund shall be deposited to UNESCAP's bank account as per the following details:

Account Name:	UN ESCAP Technical Cooperation Trust Fund
Bank Name:	JP Morgan Chase & Co.
Account No.:	485-002051
Bank Address:	International Agencies Banking Group 1166 Avenue of the Americas, 17th Floor New York, NY 10036-2708 USA
Bank ABA Code:	021000021
Bank SWIFT Code:	CHASUS33

3. The Trust Fund shall be administered by UNESCAP in accordance with the applicable United Nations regulations, rules and directives.

4. The Trust Fund may be placed in an interest-bearing account. Any interest earned will be credited to the Trust Fund.

5. All financial accounts and statements shall be expressed in United States Dollars.

Article II

1. The Senior Officials' Meeting (SOM) of NEASPEC shall agree on project activities to be supported by the Trust Fund based on the basis of proposals, accompanied by indicative budgets, prepared by UNESCAP, on the basis of needs and demands in the member countries, and in line with the General Objectives of the Fund, as described in the Appendix, as well as the UNESCAP Programme of Work.
2. UNESCAP shall prepare final project documents, based on project activities agreed by SOM. It may revise project activities, inter alia, if necessary to ensure the project document is technically sound, the budget is sufficient to undertake the activities concerned, and the project is in line with United Nations regulations and rules.

Article III

1. A project account shall be established for each project financed from the Trust Fund. Project accounts shall be charged with expenditures incurred by UNESCAP to finance the project in question.
2. The project account will also be charged for programme support services provided by UNESCAP in implementation of activities financed under the project at the standard rate approved by the General Assembly. The rate currently applicable is thirteen (13) per cent.
3. The project account will also be charged with an amount equivalent to one (1) per cent of the remuneration or net salary of persons engaged by UNESCAP and whose engagement is financed by the project account, to provide a reserve for coverage of any claims for service-incurred death, injury or illness, under the applicable United Nations regulations and rules or contracts, which reserve cannot be refunded to the Trust Fund.

Article IV

1. Activities shall commence under the project account on receipt of adequate contributions by UNESCAP and agreement on project activities by SOM.
2. UNESCAP shall not make any commitments above the amount of funds contributed.
3. If unforeseen expenditures arise that cannot be covered from the Trust Fund, UNESCAP will submit a supplementary budget to Contributors, showing the further financing that will be necessary. If no such further financing can be secured, the financing of projects may be suspended. In no event will UNESCAP assume liability in excess of the funds provided in the Trust Fund.

Article V

1. Ownership of equipment, supplies and other property financed from the Trust Fund shall vest in the United Nations.
2. UNESCAP shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, with regard to maps, drawings, photographs, plans, reports, documents, products and all other materials which have a direct relation to or are produced or collected in consequence of or in the course of the execution of projects financed from the Trust Fund.

Article VI

The Trust Fund and project accounts shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the United Nations.

Article VII

1. UNESCAP shall provide SOM with an annual progress report, inclusive of a financial report, prepared in accordance with the United Nations accounting and reporting procedures, for projects financed by the Trust Fund.
2. Upon completion of each project financed by the Trust Fund, UNESCAP shall provide SOM with a final report, inclusive of a financial report, prepared in accordance with the United Nations accounting and reporting procedures.
4. Fund balances from project accounts, if any, shall be returned to the Trust Fund.

Article VIII

The Trust Fund may be terminated by UNESCAP on six months notice in writing to the Contributors. In this event, UNESCAP shall settle any outstanding commitments under the Trust Fund and shall make all reasonable efforts to return the fund balances, if any, to the Contributors in proportion to their share of the contribution within the last five years.

Appendix

General Objectives of the Voluntary Trust Fund on NEASPEC

[short description of basic substantive parameters of the Trust Fund]