

Copie à:  
gir, jag, hae/bea



Bundesamt für Aussenwirtschaft  
Office fédéral des affaires économiques extérieures  
Ufficio federale dell'economia esterna

3003 Bern, le 7 décembre 1990  
Bundeshaus Ost

☎ 031/61 22 04

Ihr Zeichen  
Votre signe  
Vostra sigla

Unser Zeichen 220-<sup>2</sup>bea  
Notre signe  
Nostra sigla

Centre du commerce international  
CNUCED/GATT  
Palais des Nations

1211 Genève 10

### Signature de l'accord cadre entre l'OFAEE et le CCI

Monsieur le Directeur exécutif,

Vous trouverez ci-joint, en deux exemplaires, l'accord cadre régissant les rapports entre l'Office fédéral des Affaires économiques extérieures et le Centre du Commerce international que nous avons rédigé selon votre demande. L'accord est signé par le Secrétaire d'Etat, F. Blankart; nous vous prions de bien vouloir nous renvoyer une copie dudit accord dûment signé et daté.

Nous vous prions d'agréer, Monsieur le Directeur exécutif, l'expression de notre haute considération.

OFFICE FÉDÉRAL DES AFFAIRES  
ÉCONOMIQUES EXTÉRIEURES  
Service du développement

W.B. Jaggi

Annexe: 1 accord en 2 exemplaires

## **Technical Co-operation Agreement**

**between**

**the Swiss Federal Office for Foreign Economic Affairs (hereinafter referred to as "FOFEA")**

**and**

**the International Trade Centre UNCTAD/GATT (hereinafter referred to as "ITC")**

Whereas ITC, as the focal point for trade promotion activities in the United Nations' system, co-operates with developing member countries in the implementation of activities aiming at the improvement of all policy and technical aspects of trade promotion;

Whereas FOFEA desires to support the above-mentioned activities by making funds available to ITC for the financing of specific programmes;

Whereas the Executive Director of ITC may, under Financial Regulation 7.2 of the Financial Regulations and Rules of the United Nations, accept voluntary contributions and establish trust funds to cover them, provided the purposes of such contributions are consistent with the policies, aims and activities of ITC;

Whereas ITC is prepared to administer the Swiss contributions on the terms and conditions hereinafter or otherwise (e.g. by exchange of letters) agreed upon between the parties;

FOFEA and ITC (hereinafter referred to as "the parties") hereby agree as follows:

### **I Purpose of this Agreement**

1. The basic purpose of this Agreement is to make the necessary arrangements for financial assistance from Switzerland to programmes and projects falling within the scope of the functions of ITC.

### **II Co-operation between ITC and FOFEA**

2. In order to enhance co-operation between FOFEA and ITC, the parties agree to consult regularly and make available to each other all such information and assistance for that purpose as may reasonably be requested. ITC and FOFEA agree to meet at least once a year, in order to review development in the field of trade promotion and discuss project proposals.

3. ITC shall have the responsibility for selecting and processing project requests from developing countries, or project proposals initiated by ITC, to be implemented in the context of this Agreement. Project documents covering projects under consideration for financing by the Swiss government will be submitted to FOFEA for approval on a case by case basis.

### **III Financial Procedure**

4. Upon request from ITC and on the basis of appropriate reports and supporting documents, FOFEA shall place at the disposal of ITC the necessary funds for the implementation of agreed projects and programmes, and ITC shall use such funds in accordance with the provisions of this Agreement or provisions otherwise agreed upon between the parties (e.g. by exchange of letters). Payments by FOFEA, shall be made on a yearly basis or as otherwise agreed.
5. FOFEA shall deposit the aforementioned funds in convertible currencies to the banking account designated by ITC.
6. ITC shall establish a trust fund for each agreed project, under the Financial Regulations and Rules of the United Nations for the receipt and administration of the aforesaid funds.
7. The trust funds and the activities financed therefrom shall be administered by ITC in accordance with the applicable United Nations regulations, rules and directives.
8. Any interest which may accrue from the trust funds shall be systematically reimbursed to FOFEA.

#### **Charges on the Trust Funds**

9. The trust funds shall be charged with expenditures incurred by ITC in the performance of activities under the projects and programmes.
10. The trust funds will also be charged for programme support services provided by ITC in the implementation of the projects, at the time being thirteen per cent (13%) of all expenditures from the trust funds. This percentage will be reviewed from time to time in accordance with the general practice of other international organizations and donors.
11. The trust funds will also be charged with an amount equivalent to one per cent (1%) of the remuneration or net salary of persons engaged by ITC, and whose engagement is financed by the trust funds, to provide for coverage of any claim for service-incurred death, injury or illness, under the applicable United Nations regulations and rules or contracts, which reserve cannot be refunded to the donor.

#### **Operation of the Trust Funds**

12. ITC shall commence and continue to conduct operations on the receipt of the contributions.

13. ITC will not make any commitments above the amount of funds allocated to each project. Unforeseen expenditures will not normally give rise to further ITC request to FOFEA for increases in funds.
14. Ownership of and responsibility for equipment, supplies and other property financed from the trust funds shall vest in ITC. On the termination or expiration of the projects financed by the trust funds, the matter of ownership shall be determined in accordance with the provisions of the project documents or, should the project documents not contain any such provisions, then disposal of the equipment shall be determined by ITC in consultation with FOFEA.
15. The trust funds shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations, Rules and Directives of the United Nations. Upon request, ITC shall provide FOFEA with copies of auditing statements and reports pertaining to activities financed through all Swiss contributions.

#### **IV Reports and statements**

16. All financial accounts and statements shall be expressed in United States dollars.
17. ITC shall provide FOFEA with the following statements and reports prepared in accordance with the United Nations accounting and reporting procedures:
  - a. An annual financial report showing for each approved project or programme, income, expenditures, assets and liabilities as of 31 December each year as well as any uncommitted amount of that year's contributions.
  - b. An annual narrative report informing FOFEA of the progress made on the projects under the trust funds as well as stating the role of these projects within the overall activities of ITC.
  - c. A final financial statement within six months of expiration or termination of the project.
  - d. Reports and statements required in the project document.
18. ITC shall notify FOFEA when, in its opinion, the purposes for which a trust fund activity was initiated have been realized. The date of such notification shall be deemed to be the date of conclusion of the projects, being financed by the trust fund, subject to the continuation in force of paragraph 20 for the purpose stated therein.

#### **V Amendments to the Agreement**

19. Amendments and modifications to this Agreement may be introduced with a written agreement between FOFEA and ITC.

## VI Termination of the Agreement

20. The Agreement may be terminated by either party on a three month written notice to the other party, subject to the continuation in force of paragraph 21 for the purposes there stated.
21. On termination or expiration of this Agreement under paragraph 20, the funds will continue to be held by ITC until all expenditures, including obligations incurred, have been met from such funds. Thereafter, any surplus remaining in the trust funds shall be refunded to FOFEA unless applied to other purposes as agreed between FOFEA and ITC.

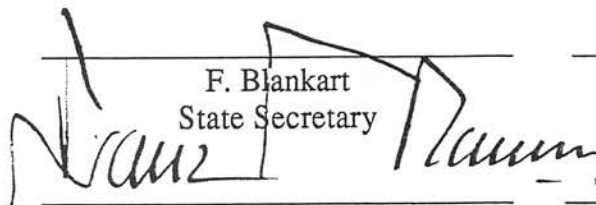
## VII Competence

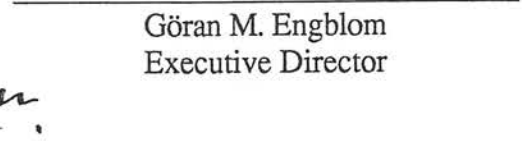
22. Any action required and permitted to be taken, and any document required and permitted to be executed under this Agreement, may be taken on behalf of ITC by the Executive Director of ITC or his designated representative(s).
23. Any action, required and permitted to be taken, and any document required and permitted to be executed under this Agreement, may be taken or executed on behalf of FOFEA by the Director of FOFEA or his designated representatives.
24. Any notice or request required and permitted to be given or made in this Agreement shall normally be made in writing, at such party's address specified below, or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

Done in Geneva

For the Federal Office for Foreign  
Economic Affairs (FOFEA)

For the International Trade Centre  
UNCTAD/GATT (ITC)

  
F. Blankart  
State Secretary  
(date)

  
Göran M. Engblom  
Executive Director  
(date)

Address:

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