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UNITED NATIONS
HIGH COMMISSIONER FOR HUMAN RIGHTS



Address:
Palais des Nations
CH-1211 GENEVE 10

Le 13 octobre 2008.

Madame la Coordinnatrice résidente,

Je me réjouis de l'évolution positive du projet Action 2 « d'appui à la promotion des droits humains » au Niger avec la prise de fonction du conseiller en droits de l'homme et les mesures en cours pour le lancement des activités.

Afin de nous permettre de mieux avancer dans l'exécution dudit projet et conformément à notre accord conclu en février 2008 (copie ci-jointe), je vous saurais gré de bien vouloir faire parvenir à notre administration des finances (UN Geneva - General Fund) la part de la contribution de l'Equipe de pays du système des Nations Unies au Niger pour le déploiement du conseiller en droits de l'homme.

Je saisis cette occasion pour vous remercier de l'appui logistique que vous apportez au conseiller dans l'accomplissement de sa mission. A cet égard, je me permets d'attirer votre attention sur le fait que les « coûts opérationnels » sont à la charge du PNUD et qu'à cet égard la fourniture d'un véhicule serait vivement appréciée.

En vous réitérant mes remerciements pour votre bonne collaboration, recevez, Madame la Coordinnatrice, l'assurance de ma considération distinguée,

Fabrizio Hochschild
Fabrizio Hochschild
Directeur a.i.,
Division des opérations sur le terrain
et de la coopération technique

Madame Kardiata Lo N'Diaye
Coordinnatrice résidente
du Système des Nations Unies
et Représentante résidente du PNUD
République du Niger



Coordination du Système des Nations Unies au Niger

AGREEMENT BETWEEN THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR HUMAN RIGHTS AND THE UNITED NATIONS DEVELOPMENT PROGRAMME NIGER ON BEHALF OF THE UNITED NATIONS COUNTRY TEAM

Title: Action 2 Global Programme - Human Rights Advisers
International Human Rights Adviser to Support the United Nations Country Team in Niger

SUMMARY:

Project title: International Human Rights Adviser to Support the United Nations Country Team-Niger

Location: Niamey, Niger

Duration of the Agreement: 12 months from the date of signature

UNDP Niger on behalf of the UNCT: Contribution Amount: US\$ 118,200

OHCHR: Contribution Amount: US\$ 118,200

Executing Agency: OHCHR-Geneva

NATURE OF ACTIVITIES:

The Office of the United Nations High Commissioner for Human Rights (hereinafter "OHCHR") hereby establishes an Agreement with the United Nations Development Programme in Niger (hereinafter "UNDP") on behalf of the UNCT regarding a twelve-month appointment of an International Human Rights Adviser to support the United Nations Country Team in the Niger.

In the framework of this Agreement, the terms of reference of the Human Rights Adviser, situated in the Office of the Resident Coordinator in Niger, is an integral part of the Agreement and herein attached as Annex.

FINANCIAL AND REPORTING ISSUES

1. OHCHR agrees to contract the Human Rights Adviser for the period of 12 months and to fund at least 50 per cent of the Human Rights Adviser's salary costs.

FINANCIAL AND REPORTING ISSUES

1. OHCHR agrees to contract the Human Rights Adviser for the period of 12 months and to fund at least 50 per cent of the Human Rights Adviser's salary costs.
2. UNDP agrees to provide funds equal to at least 50 per cent of the salary and related costs for the engagement of the International Human Rights Adviser for the 12 months.
3. UNDP agrees to provide in-kind for 'operating costs' including premises, general insurance, utilities, cleaning, security, IT support, expendable supplies, communications etc. according to the cost plan annexed to the contribution agreement, herein attached as Annex 1.
4. OHCHR will submit a certified financial statement to UNDP, for the amount received, 60 days after the completion of the twelve-month employment of the Human Rights Adviser.

The reports to UNDP will be written in French (and if possible additionally in English) and will be submitted to the Resident Coordinator in the Niger.

5. Funds from UNDP will be included in a separate project account for Action 2 funded Human Rights Advisers within OHCHR and shall be subject to the standard United Nations 13 per cent programme support costs applicable to all extra-budgetary trust funds.
6. UNDP Niger and OHCHR agree to cooperate in any monitoring and evaluation activities related to this post, where applicable, and both parties shall respond promptly and in good faith to all requests for related documentation and information.

MISCELLANEOUS

7. For any matters not specifically covered by this agreement, the appropriate provisions of the financial regulations and rules of the United Nations shall apply.
8. All contractual, financial and other activities and transactions entered into by OHCHR pursuant to this Agreement shall be done in accordance with United Nations rules and regulations. In the event that United Nations rules and regulations do not permit a planned transaction or activity planned under this Agreement, UNDP and OHCHR shall meet to mutually decide on an alternative course of action.
9. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), OHCHR shall submit to UNDP on a timely basis a supplementary estimate showing the further financing that will be necessary under the assumption of equal cost-sharing. OHCHR and UNDP shall use their

best endeavours to obtain the additional funds required, and UNDP will forward its share as an amendment to this contribution agreement.

10. If the payment referred to in paragraph 16 below is not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 9 above is not forthcoming from OHCHR or UNDP, the assistance to be provided under this Agreement may be reduced, suspended or terminated.
11. The Agreement may be amended through an exchange of letters between OHCHR and UNDP. The letters exchanged to this effect shall become an integral part of the Agreement.
12. This Agreement, may, at any time, be terminated by either party by written notice to the other, if in its opinion, an event beyond its reasonable control occurs which makes it impossible to carry out its obligations under this Agreement. Termination shall be effective thirty days after receipt of the above notice.
13. The obligations assumed by the parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the parties hereto and the settlement of contractual liabilities that are required in respect of personnel, contractors, consultants or suppliers.
14. At the termination of the Project, any unexpected or uncommitted part of the funds advance by UNDP will be returned to UNDP, unless otherwise agreed in writing by the parties. Notwithstanding the completion of the Project, OHCHR shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.
15. UNDP and OHCHR shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Contribution Agreement or any breach thereto. Any such dispute, controversy or claim which is not settled within (30) thirty days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, shall be: (i) referred to the United Nations High Commissioner for Human Rights and the Administrator of UNDP for resolution; and, if no resolution is reached, (ii) referred to the Secretary-General of the United Nations for decision."

PAYMENTS

16. Upon signature of the present Agreement, UNDP agrees to transfer funds to OHCHR representing the UNDP share towards the appointment of the Human Rights Adviser as per attached budget no later than end of March 2008. The

Payments shall be made by bank transfer according to the following schedule:

- At the signature of the present Agreement: **US\$ 118,200 USD**

Account name: UN Geneva General Fund
Bank name: JP Morgan Chase Bank
International Agencies Banking
1166, Ave. of the Americas, 17th floor
New York, N.Y. 10036-2708, USA
Account number: 485001802
Swift code: CHAS US 33
ABA code: 021000021
Currency: USD
Reference: OHCHR – HR Adviser Niger

AGREEMENT SIGNED:

On behalf of the UNCT Niger:

Name: **Khardiata LO N'DIAYE**

Title: **UN Resident Coordinator**

Place and date:

On behalf OHCHR:

Name: **Kyle Ward**

Title: **Chief, Programme Support and Management Services**

Place and date: **Geneva, 25/02/08**

Name: **Fabrizio Hochschild**

Title: **Chief, Capacity and Field Operations Branch**

Place and date:

Signature:



Signature:

A handwritten signature in black ink, appearing to be "KW", written over a horizontal line.

Signature:

A large, stylized handwritten signature in black ink, written over a horizontal line.