

MEMORANDUM OF UNDERSTANDING
FOR JOINT OCCUPANCY AND USE OF COMMON
PREMISES BY UNDP, UNWOMEN, UN HABITAT, UNIDO, IFAD AND UNCDF IN
KAMPALA

WHEREAS, in its resolution 47/199 of 22 December 1992, the General Assembly emphasized that the establishment of common premises should be achieved in cooperation with host Government in a way that increases efficiency through, inter alia, consolidation of administrative infrastructures of organizations concerned, and does not increase the costs for the United Nations System or for developing countries; and requested the Secretary-General to strengthen the UNDP System;

WHEREAS, pursuant to this resolution a Lease Agreement dated 15th February 2011 has been concluded by the United Nations Development Programme (UNDP) on behalf of United Nations bodies (hereinafter referred to individually as the "Agency" and collectively as "the Agencies") for office premises located at Plot 11 Yusuf Lule Road, Kampala, Uganda to serve as common premises for the Agencies (hereinafter referred to as the "Common Premises"). A copy of the Lease Agreement is attached to this Memorandum Of Understanding as Annex A.

WHEREAS, the Agencies which have expressed their intention to participate in the Common Premises in Kampala have entrusted the United Nations Development Programme with the duty to contract for and administer the Common Premises;

WHEREAS, it is now necessary to establish the terms and conditions for occupation of the Common Premises by each of the Agencies; the Memorandum of Understanding is intended to reflect a consultative and coordinated effort of all the UN entities participating in Common Premises for the adequate and sound management of common services, under the leadership of UNDP.

NOW, THEREFORE, UNDP and each of the Agency signatories of this Memorandum agree as follows:

ARTICLE 1. OCCUPATION OF THE COMMON PREMISES

Each Agency wishing to occupy and use the Common Premises undertakes to sign and comply with this Memorandum of Understanding, including its annexes, as applicable to the Agencies concerned, and observe the terms of the Lease.

ARTICLE 2. ALLOCATION AND USE OF SPACE IN COMMON PREMISES

1. Each Agency shall have the exclusive right to occupy and use such offices and other spaces in the Common Premises (hereinafter referred to as "Offices") as are allocated to it by UNDP, in consultation with the participating Agencies based on the attached allocation table. The conference rooms, reception, store, cooking space and rest rooms will be used as common areas.

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2. All Offices shall be used exclusively for office accommodation of the Agencies in accordance with this Memorandum and with such rules and regulations as may be issued by the UNDP in consultation with the participating Agencies.
3. Except as otherwise provided in this Memorandum, the Agencies shall have the right, in common, to use spaces and areas of the Common Premises that are not Offices (hereinafter referred to as "Common Areas"), including, but not limited to, conference and meeting rooms, parking areas, driveways, lobbies, halls, corridors, public toilets, and courtyards.
4. UNDP, in consultation with the participating Agencies, shall coordinate and allocate where necessary usage of common areas.
5. The Common Premises is a non-smoking environment.

ARTICLE 3. MANAGEMENT OF COMMON PREMISES

1. The UNDP Operations Unit shall be responsible for the direction and administration of the Common Premises.
2. The UNDP shall arrange for and manage the Common Building Services set forth in Footnote No.2 of this Agreement in respect of the Common Premises¹. Any services provided to an Agency beyond those set forth hereof shall be exclusively at the expense of the Agency.

ARTICLE 4. APPORTIONMENT OF COSTS AND EXPENSES

1. As of the date of this Agreement, the Annual Base Cost of the Common Premises is USD 384,000². The UNDP shall provide to each Agency prior notice of any change in the Annual Base Cost. The Agencies shall share the Annual Base Cost based on the attached breakdown of costs allocated to each agency based on agreed sharing formula.

ARTICLE 5. INSURANCE

1. The Lease agreement with the Landlord shall include for:
 - (a) Insurance of the Premises against loss or damage due to fire;
 - (b) Public liability insurance in such limits as the UNDP shall deem desirable;
 - (c) Such other forms of insurance as the UNDP in its judgment shall elect to effect.

¹ The Common Building Services should include, for example, property and liability insurance, maintenance, repair, cleaning, security, heating, ventilation, air conditioning, waste removal, landscaping and dispensary. They may also include tele-communications, electricity and other utilities, if those services are not metered separately for each Agency.

² In the case of leased Common Premises, the annual base cost will be the rent payable for the Common Premises which in this case will be paid yearly in advance.

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2. Each Agency shall be responsible for insuring or self-insuring its own property (excluding the building), equipment and furnishings and of that of its employees in the Common Premises.

3. Each Agency shall be exclusively responsible for dealing with any tort claims brought against it by third parties for personal injury, loss, illness death or damage to their property arising from its occupation and use of the Common Premises. The cost of satisfying any such tort claim shall be borne by the Agency. Each Agency shall maintain such insurance as is necessary to meet its responsibilities under this paragraph.

ARTICLE 6. REPAIRS, REMODELLING AND RENOVATIONS

1. The UNDP shall coordinate all repairs, remodeling and renovation work to be done with respect to the Common Premises, including the Offices if such work would affect the Building, the Common Premises, or the use of other Offices. It shall arrange for repair, remodeling and renovation work to be done with respect to the Common Areas and to any Office that is not allocated to any Agency.

2. The Agencies shall share the costs and expenses for maintenance, repair, remodeling and renovation work with respect to the Building, the Common Areas or any Office that is not allocated to an Agency, in the same proportions as provided in paragraph 2 of Article 4 of this Agreement; provided, however, that the costs and expenses of any repair, remodeling or renovation work resulting from loss or damage attributable to the fault, neglect or other legal responsibility of an Agency, or its employees, invitees or contractors, shall be borne exclusively by that Agency.

3. An Agency shall not paint or otherwise decorate, change the appearance of, alter or remove any part of, any portion of the Common Premises or the Building not within the walls of the Offices allocated to it, unless the written consent of the UNDP is obtained.

4. The Agencies shall promptly report to the UNDP Operations Unit any defect or need for repairs, the authority for the remedying of which has been allocated by this Agreement to the UNDP.

5. An Agency shall not make any alterations in the portions of the Offices allocated to it or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Common Premises or the Building without first obtaining the written consent of the UNDP.

6. Each Agency shall be responsible for maintaining, repairing, and replacing at its own expense all portions of the Offices allocated to it, and all internal installations of such Offices such as appliances, plumbing, electrical, and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of said Offices. The Agency shall give prior notice to the UNDP of such maintenance, repair, and replacement work, and such work shall be subject to the coordination and supervision of the UNDP through the UNDP Operations Unit.

7. The UNDP, upon consultation with participating Agencies and the advice of the UNDP Operations Unit, shall arrange for maintenance and repair of any Office at the expense of the Agency to which the Office has been allocated, if such maintenance or repair is necessary, to protect such Office or the Common Premises or the Building or any other portion thereof, and an Agency to which such Office has been allocated has failed or refused to perform said maintenance or repair

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within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the UNDP to said Agency.

8. The UNDP may enter any Office when necessary in connection with any maintenance for which it is responsible.

ARTICLE 7. FINANCIAL STATEMENTS AND ACCOUNTS

1. On or before December first of each year, the UNDP shall estimate the total amount necessary to pay the Common Area Services and other costs and expenses determined by the UNDP under this Agreement which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the UNDP Operations Unit to be necessary for a reserve of contingencies and replacements, and shall, on or before 15 December, notify each Agency as to the amount of such estimate with reasonable itemization thereof as indicated in the attached breakdown of costs. On or before January 1 of the ensuing year, and on or before the first of each and every subsequent month of said year, each Agency shall pay to the UNDP a half of the total cost of managing the Common Premises as indicated in the attached breakdown of costs including the applicable Annual Base Cost, being the annual rent, which based on the agreement with the landlord is to be payable 12 months in advance. Each agency therefore shall make payments for the rent 12 months in advance.

At the end of April of the ensuing year UNDP Operations Unit will establish the actual cost of Common Area Services and other costs and expenses for the previous year with each Agency and each Agency will either be reimbursed with funds paid in excess of the actual costs or make additional payment for the short falls in view of the actual costs.

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3. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the balance installments due from Agencies under the current year's estimate, until exhausted, and any net shortage shall be added to the installments due in the succeeding six months after rendering of the accounting.

4. The UNDP shall build up and maintain a reasonable reserve for contingencies and replacements. Expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said reserve proves inadequate for any reason, including non-payment of any Agency's assessment, the UNDP may at any time levy a further assessment which shall be assessed to the Agencies in their respective proportions as provided in Article 4(1) hereof.

5. All funds collected hereunder shall be held and expended solely for the purposes designated herein. The UNDP shall keep full and correct books of account, which may be inspected at any reasonable time by the authorized representative of any Agency.

ARTICLE 8. WITHDRAWAL FROM COMMON PREMISES

1. An Agency may terminate the arrangements set forth in this Memorandum of Understanding as they apply to it, if it intends to relocate permanently its headquarters or offices in and out of the

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Country.

2. An Agency seeking to terminate these arrangements shall give at least one month's prior written notice of its intention to terminate the arrangements to the UNDP.

3. In the case of leased Common Premises, the Agency withdrawing shall continue to be financially responsible for the payment of its portion of the Annual Base Cost set forth in Article 4(1) and its proportionate share of the Common Building Services set forth in Footnote No.2 hereof, until such time as the Lease Agreement expires.

4. The provisions of paragraph 3 above should not apply where:

- (a) The vacated space is taken by another UN Agency, in which case such Agency agrees to assume the obligations of the departing Agency as set forth in this Memorandum of Understanding;
- (b) The remaining Agencies agree to absorb the costs, which should otherwise be the responsibility of the departing Agency.

ARTICLE 9. SETTLEMENT OF DIFFERENCES

Any differences between Agencies, or between an Agency or Agencies and the UNDP, shall be resolved by means of mutual discussions. Any difference not so resolved may be referred to the UNDP Resident Representative/UN Resident Coordinator for advice.

ARTICLE 10. GENERAL

Each Agency may enter into these arrangements by signature of its Country Representative on its behalf. Upon such signature the Agency shall be bound by the terms of this Memorandum Of Understanding and the Lease Agreement attached hereto, including, in particular, the payment obligations.

ARTICLE 11.

Upon such signature, the Agency shall be bound by the terms of this Memorandum of Understanding and the special Annex, if any, applicable to the Agency concerned.

1. Name: LEBOGANI MOTLANA

Signature: 

Title: COUNTRY DIRECTOR

Agency: UNDP

2. Name: S. ELISABETH CHUMPA

Signature: 

Title: Representative

Agency: UN WOMEN




3. Name: _____

Signature: _____

Title: _____

Agency: UN HABITAT

4. Name: BRUNO OTTO

Signature: 

Title: HEAD OF UNIDO OPERATIONS

Agency: UNIDO

5. Name: _____

Signature: _____

Title: _____

Agency: IFAD

6. Name: Makarimi ADECHOU BOU

Signature: 

Title: Head of Regional office

Agency: UNCDF

Noted by the UN Resident Coordinator:

Name: _____

Signature: _____

Handwritten signature

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APPORTIONMENT COMMON SERVICES COSTS AT VESUPE LULE BUILDING

27-Jan-12

	Total Cost	Cost per month	Apport Unit	2012 Cost	Space	Staff	UNDP	UNI	WOMEN	UNIDO	IFPAD	UNCDF	UN	HABITAT	TOTAL
Squm															
Common area					Specifires										
Total Squm					Common										
Nb of Staff					2000	70									
1 Police guards	58,716.03		Staff	58,716.03			44,456.42	4,388.00	1,677.60	1,677.60	838.80	1,677.60	838.80	1,677.60	58,716.03
2 Security Associate	21,622.96		Staff	21,622.96			16,371.67	3,088.99	617.80	617.80	617.80	308.90	617.80	617.80	21,622.96
3 Cleaning & Gardening	28,000.00	2,333.33	Squm	28,000.00			20,924.12	3,135.30	1,263.92	938.28	938.28	777.14	961.10	27,999.86	
4 Miscellaneous supplies	425.53		Staff	425.53			322.19	60.79	12.16	12.16	12.16	6.08	12.16	425.53	
5 Water (National)	14,300.00	1,191.67	Staff	14,300.00			10,827.14	2,042.86	408.57	408.57	408.57	204.29	408.57	14,300.00	
6 Water (drinking)	6,130.00	510.83	Staff	6,130.00			4,641.29	875.71	175.14	175.14	175.14	87.57	175.14	6,130.00	
7 Electricity	21,450.00	1,787.50	Staff	21,450.00			16,240.71	3,064.29	612.86	612.86	612.86	306.43	612.86	21,450.00	
8 Telephone	9,822.86	818.57	Staff	9,822.86			7,702.87	635.75	469.08	324.50	324.50	271.42	399.24	9,822.86	
9 Generator depreciation	53,000.00	441.67	Staff	53,000.00			2,340.83	441.67	88.33	88.33	88.33	44.17	88.33	53,000.00	
10 maintenance AC & Tel./PABX	5,000.00	416.67	Staff	5,000.00			3,785.71	714.29	142.86	142.86	142.86	71.43	142.86	5,000.00	
11 Building maintenance	25,570.00	2,130.83	Squm	25,570.00			19,108.21	2,863.20	1,154.23	856.85	709.70	877.69	877.69	25,569.87	
12 Generator fuel-maint	5,631.92	804.56	Staff	5,631.92			4,264.17	804.56	160.91	160.91	160.91	80.46	160.91	5,631.92	
TOTAL		10,435.63		199,760.97			150,985.33	26,135.41	6,783.46	6,015.86	3,706.37	6,134.26	199,760.70		

Rent apportionment for 2012

20-Dec-11

Item	Total	UNDP	UNWOMEN	UN Habitat	UNIDO	IFAD	UNCDF
1 Allocated Office space in Sqm	993.10	769.99	108.58	27.74	39.00	26.89	20.90
2 Sharing of Reception	17.64	2.94	2.94	2.94	2.94	2.94	2.94
3 Sharing of Conference rooms	74.52	12.42	12.42	12.42	12.42	12.42	12.42
4 Sharing of other common spaces (corridors, stairs, kitchens, toilets)	914.73	709.23	100.01	25.55	35.92	24.77	19.25
Sub/Tot common areas	1,006.89	724.59	115.37	40.91	51.28	40.13	34.61
5 Total space in Sqm	1,999.99	1,494.58	223.95	68.65	90.28	67.02	55.51
6 Percentage	100%	74.73%	11.20%	3.43%	4.51%	3.35%	2.78%
Rent in USD	384,000	286,961	42,999	13,181	17,334	12,868	10,658

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