**MEMORANDUM OF AGREEMENT**

**Between**

**THE UNITED NATIONS (*FULL NAME OF THE LEAD AGENCY SIGNING***

 ***ON BEHALF OF PARTICIPATING AGENCIES*)**

**And**

**THE GOVERNMENT OF [*HOST COUNTRY*]**

 **WHEREAS,** the Government of **[*name of country*]** (hereinafter referred to as the "Government") is willing to offer the below-described premises to be used as office space for the United Nations **(*full name of Lead Agency*)** (hereinafter referred to as the **[*acronym of Lead Agency*]** representing the UN Funds, Programmes, and Specialized Agencies, including [***acronym of Lead Agency***] (hereinafter referred to as “**the UN System**”) in [***name of country***]

 **WHEREAS,** the **[*acronym of Lead Agency*]** and the Government wish to establish the terms and conditions for the occupancy and use of such premises.

 **NOW THEREFORE,** the **[*acronym of Lead Agency*]** and the Government in consideration of their mutual undertakings hereby agree as follows:

 **Article I**

 **Premises, Term**

1. The Government, being the owner of the land and buildings located at […………………………………………………………………………………………], described in Annex I hereto and of the fixtures, furnishings and equipment thereon described in the inventory lists in Annex 2, including parking space, (such land, buildings, fixtures, furnishings and equipment, all hereinafter referred to as the "Premises"), as provided for in Article III below, places at the disposal of the **[*acronym of Lead Agency*]** the whole of the Premises to be occupied and used as its Office for the exercise of its official functions, and for such other services and facilities directly related thereto, for the period established herein below.

2. The Premises shall be placed at the disposal of the **[*acronym of Lead Agency*]** with effect from [...] and they shall continue to inure to the benefit of the **[*acronym of Lead Agency*]** until [...].

3. It is understood that the **[*acronym of Lead Agency*]** may terminate this Agreement at any time upon giving notice to the Government not less than 30 days before such termination. This Agreement shall be terminated without prejudice to any existing claims.

Article II

**Rent**

 The **[*acronym of Lead Agency*]** shall pay the Government for the Premises a rent of ...... for each full month of the term hereby granted. Such rent shall be payable within five calendar days after the end of the calendar month to which the rent payment pertains. In the event the use and occupancy of the Premises is for less than a full month, the monthly rent shall be pro-rated.

 **Article III**

 **Inspection of the Premises**

 Prior to occupation of the Premises, the **[*acronym of Lead Agency*]** shall inspect the Premises and the parties shall arrange for the preparation of an inventory list of the fixtures, furnishings and equipment on the Premises which are the property of the Government. This list shall be annexed hereto as Annex 2. This list shall be revised periodically in accordance with a schedule agreed to by the parties. These

revised lists shall be considered to form an integral part of Annex 2 to this Agreement.

 **Article IV**

 **Alterations, Repairs, Maintenance**

1. The Government undertakes to maintain, at its expense, the Premises in good and tenantable conditions, assuming responsibility for the major repairs on the exterior and interior of the Premises, its structures, utility services and fixtures, ground and parking areas. The **[*acronym of Lead Agency*]** shall be responsible, at its expense, for the orderly operation and adequate maintenance of the building.

2. The **[*acronym of Lead Agency*]** may, with the consent of the Government, and at **[*acronym of Lead Agency*]** expense, make repairs, alterations, attach fixtures, and erect additions, structures, and signs in or upon the building. The **[*acronym of Lead Agency*]** shall have the right to affix a UN flagstaff, office sign and insignia outside the building.

 **Article V**

 **Insurance**

1. The **[*acronym of Lead Agency*]** shall, within its established practice, be responsible for covering loss and damage to the building by fire attributable to its negligence or its employees. The **[*acronym of Lead Agency*]** shall not be responsible for any loss of or damage to the building caused by civil disturbances, riots, vandalism, wars, floods, earthquakes or other force majeure.

2. The **[*acronym of Lead Agency*]** may take out insurance against loss or damage of fixtures, furnishings and equipment owned by the **[*acronym of Lead Agency*]** or its personnel.

**Article VI**

 **Utilities, Other Services**

1. The **[*acronym of Lead Agency*]** shall bear the charges for water, electricity, gas or other utilities provided to the Premises provided that the **[*acronym of Lead Agency*]** shall be given the same priority treatment when installing or reinstalling or restoring such services as is given to diplomatic missions and where these services are shared with other institutions or persons arrangements shall be made for separate meters to charge for amounts consumed.

2. Payments for these utilities and other services shall be made at the rate of [...].

**Article VII**

 **Taxes, Charges**

1. The **[*acronym of Lead Agency*]** shall, in respect of the Premises, be accorded all the privileges and immunities stipulated in the Convention on the Privileges and Immunities of the United Nations and the Standard Basic Assistance Agreement concluded between the **[*acronym of Lead Agency*]** and the Government on [………..……., 20..].

2. In respect of charges for which the **[*acronym of Lead Agency*]** will be liable under Article VI, the Government shall make every possible effort to obtain for the **[*acronym of Lead Agency*]** reduced charges or rates, if any, granted to Governments, including their diplomatic missions.

 **Article VIII**

 **Damage to Premises**

 In the event of loss or damage to the Premises including any damage to the buildings or fixtures or equipment on the Premises by fire, civil disturbance, riot, vandalism, aircraft and other aerial devices, war, floods, earthquakes or force majeure, the parties shall hold consultations with a view to agreement on repairs or restoration of the Premises or provision of alternative facilities while repairs or restoration of the Premises are undertaken; provided, however, that should the Premises be totally destroyed or should the Premises or buildings be rendered unusable in the view of **[*acronym of Lead Agency*]** this Agreement shall immediately terminate.

 **Article IX**

 **Quiet Enjoyment**

 The Government covenants and agrees that the **[*acronym of Lead Agency*]** may peaceably and quietly enjoy the Premises hereby described for the term hereby granted.

 **Article X**

 **Settlement of Disputes**

 Any dispute between the **[*acronym of Lead Agency*]** and the Government arising out of or relating to this Agreement 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 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 tribunal shall have no authority to award punitive damages. 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.

 **Article XI**

 **Entry into Force**

 This Agreement shall enter into force upon signature.

 **Article XII**

 **Annexes**

 Attached hereto are Annexes 1 and 2 which form an integral part of this Agreement, Annex 2 being subject to periodic revision as provided for in Article III above.

 **DONE IN** [……………] in duplicate in [……………] and English, both texts being equally authentic, on [***date***]

|  |  |
| --- | --- |
| (signed) | (signed) |

|  |  |
| --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

|  |  |
| --- | --- |
| For the **[*acronym of Lead Agency*]**  | For the Government |

(signed- observer)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Coordinator – on behalf of UN Country Team