



**Agreement
Between
the United Nations Economic and Social Commission for Asia and the Pacific and
the World Trade Organization
Regarding
a Joint Training Programme for Developing Countries**

WHEREAS the World Trade Organization (WTO) and the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) desire to cooperate in extending trade-related technical assistance to developing countries for their economic and social development,

WHEREAS the WTO and ESCAP wish to enter into an Agreement regarding administrative and financial arrangements necessary for the implementation of the joint WTO and ESCAP activities,

NOW THEREFORE, WTO and ESCAP hereby agree as follows:

**Article 1
Relationship with Memorandum of Understanding**

This Agreement supercedes the Memorandum of Understanding signed on 4 August 1999, extended on 8 February 2001 for a two-year period and in January 2003 for an additional two-year period.

**Article 2
WTO-ESCAP joint training programme**

1. WTO and ESCAP will jointly manage a training programme for selected participants from developing countries in the Asia-Pacific region on a cost-sharing basis. The subject matter and number of training activities covered by the joint programme will be mutually agreed upon by WTO and ESCAP, on an annual basis. Each activity will normally not exceed three weeks in duration.
2. The detailed responsibilities as well as the maximum financial contribution (in-kind and in-cash) of each Party for specific activities will be agreed upon in writing at least two months before the activity in question through Project Documents or Activity Sheets (with attached budgets).

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3. WTO and ESCAP will jointly agree on the developing countries from which participants are to be selected. The selection process will be undertaken jointly by WTO and ESCAP.
4. WTO and ESCAP will provide the services of their staff at their own cost, to prepare training materials and conduct sessions under the joint training programme, and to service training activities in any other way.
5. The venue for activities under the joint training programme will usually be Bangkok. The course may be conducted outside Bangkok, if WTO and ESCAP agree that such an arrangement will be cost-effective and/or when such training facilities are not available in Bangkok. WTO will assist ESCAP in securing funding from multilateral and bilateral agencies for implementing the training programme.

Article 3 Activities implemented by ESCAP

1. ESCAP will undertake all logistic and administrative work required for the implementation of activities under the joint training programme for which it is the implementing Party.
2. According to the provisions of the Project Document or Activity Sheet signed under Article 2, paragraph 2 above, WTO will deposit funds for any activity under the joint training programme at least one month prior to the beginning of that activity in ESCAP'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. ESCAP will establish a trust fund under the Financial Regulations and Rules of the United Nations for the receipt and administration of the aforesaid funds. It will also consolidate funds already provided by WTO for previous technical assistance activities and transfer them into this trust fund.

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4. The trust fund and activities under the joint training programme financed therefrom will be administered by ESCAP in accordance with the applicable United Nations regulations, rules and administrative instructions.
5. The trust fund will be subject exclusively to the internal and external auditing procedures laid down in the United Nations Financial Regulations and Rules.
6. For joint training activities funded from WTO extra-budgetary resources, the maximum programme support cost to be paid by WTO to ESCAP will be 6.5% of actual expenditures.
7. Any interest accrued or earned on WTO funds will be credited to the ESCAP programme of work.
8. ESCAP will open a separate project account for each of the activities under the joint training programme to ensure separate accounting. The project account will be charged, in accordance with the United Nations Financial Regulations and Rules, only with the costs agreed in writing by the Parties. Any unused funds at the end of each activity may be kept by ESCAP as an advance on the WTO contribution for subsequent activities under the joint training programme.
9. In the event that the trust fund does not hold sufficient funds to cover upcoming activity costs agreed to in a Project Document or Activity Sheet, ESCAP may request WTO for further advances upon the presentation of a certified, consolidated cash statement for the trust fund demonstrating such need.
10. WTO will be consulted in advance before any funds are expended on items not agreed to in writing.

Article 4
Activities implemented by WTO

1. WTO will undertake all logistic and administrative work required for the implementation of activities under the joint training programme for which it is the implementing Party.
2. According to the provisions of the Project Document or Activity Sheet signed under Article 2, paragraph 2 above, ESCAP will deposit funds for any activity under the joint training programme at least one month prior to the beginning of that activity in WTO's bank account as per the following details:

Account Name: WTO
Bank Name: UBS SA

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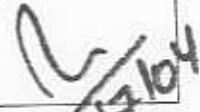


Bank Address: P.O. Box 2600, CH-1211 Geneva 21
Account Number: 240-C0199320.2 (US Dollars)
IBAN: CH53 0024 0240 C019 9320 2
SWIFT Code: UBSWCHZH12A

3. WTO will create a separate project account for each of the activities under the joint training programme to ensure separate accounting. The project account will be charged, in accordance with the WTO Financial Regulations and Rules, only with the costs agreed in writing by the Parties. Any unused funds at the end of each activity may be kept by the WTO as an advance on the ESCAP contribution for subsequent activities under the joint training programme. However, WTO shall return any unused funds to ESCAP by 31 December at the end of each United Nations biennium (odd-numbered years).
4. Activities under the joint training programme financed with ESCAP funds will be administered by the WTO in accordance with the applicable WTO regulations, rules and administrative instructions.
5. Activities and related accounts will be subject exclusively to the internal and external auditing procedures laid down in the WTO Financial Regulations and Rules.
6. The maximum programme support cost to be paid by ESCAP to WTO will be 6.5% of actual expenditures for all training activities jointly undertaken under the Agreement and financed by the ESCAP contribution.
7. Any interest accrued or earned on ESCAP funds will be credited to the WTO global trust fund.
8. In the event that the WTO does not hold sufficient funds to cover upcoming activity costs agreed to in a Project Document or Activity Sheet, it may request ESCAP for further advances upon the presentation of a certified cash statement demonstrating such need.
9. ESCAP will be consulted in advance before any funds are expended on items not agreed to in writing.

Article 5 **Cooperation in other regional programmes**

As partner organizations in the Asia-Pacific region, WTO and ESCAP will give high consideration to requests by the other Party to undertake logistic and administrative work in other regional programmes implemented by WTO and ESCAP. Taking into account the availability of resources, the Parties will agree in advance on the financing of the costs for the activity in question.

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Article 6 Reporting

1. Within four months of the completion of each activity, or of the termination of the present Agreement, the Party implementing the activity will submit to the other Party a final report on the outcome of the Activity and a final financial report, duly certified by an authorized official, on the use of the funds under the Agreement. Expenditures incurred will be reported by object of expenditure as per the detailed cost plan in the Project Document or Activity Sheet and, where appropriate, be broken down by beneficiary country.
2. All financial accounts and statements by ESCAP will be expressed in United States Dollars and broken down by activities and types of expenditure. All financial accounts and statements by WTO will be expressed in CHF and broken down by activities and types of expenditure.
3. Where necessary, actual expenditure will be converted into United States Dollars using the rate of exchange at which ESCAP's contribution was recorded in WTO's accounts, and into CHF using the rate of exchange at which WTO's contribution was recorded in ESCAP's accounts.
4. WTO and ESCAP will assist each other to provide financial and substantive reports meeting each other's audit requirements.

Article 7 Amendments

This Agreement may be amended by mutual consent at any time at the request of either Party. Any such amendment will be in writing and signed by both Parties.

Article 8 Dispute settlement

1. Each Party will enter promptly into consultations at the request of the other Party with respect to any matter arising in relation to this Agreement.
2. In case of dispute as to the interpretation or application of this Agreement, the Parties concerned will first seek to reach an amicable solution. Any dispute that cannot be solved amicably will be brought to arbitration.

Handwritten signature and date: 11/2/04



**Article 9
No waiver of privileges and immunities**

Nothing in this Agreement will constitute a waiver of or otherwise prejudice the status of either Party with respect to the privileges and immunities that such Parties enjoy under their constitutions or under international law.

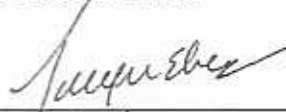
**Article 10
Expiration or termination**

1. This Agreement may be terminated by either Party giving six months written notice to the other Party.
2. Upon termination or expiration of this Agreement, the Parties undertake to cooperate during the period of notice to ensure orderly completion of all pending joint activities. Each Party will hold the remaining part of the funds provided by the other Party to finance the joint activities until all expenditures incurred in relation to the implementation of this Agreement have been satisfied from such funds. Thereafter, any remaining balance of the funds will be returned to the other Party within three months, along with the final financial statement referred to in Article 6, unless otherwise agreed between the Parties.

**Article 11
Entry into force**


This Agreement will enter into force on the date of its signature by both Parties and will expire on 31 December 2006.

For WTO
Jacques Chabert
Director, Administration and General
Services Division


Date 8.7.2004



For ESCAP
Nanda Krairiksh
Chief, Programme Management
Division

 1/7/04
Date