

ANNEX VI: LEGAL ANNEX

Whereas the Government of Rwanda (hereinafter referred to as “the Government”) has entered into the following:

- a) With the United Nations Development Programme (hereinafter referred to as UNDP), a basic agreement to govern UNDP's assistance to the country Standard Basic Assistance Agreement (SBAA) which was signed by both parties on 2nd February 1977. Based on Article I, paragraph 2 of the SBAA, UNDP's assistance to the Government shall be made available to the Government and shall be furnished and received in accordance with the relevant and applicable resolutions and decisions of the competent UNDP organs, and subject to the availability of the necessary funds to the UNDP. Decision 2005/1 of 28 January 2005 of UNDP's Executive Board approved the new Financial Regulations and Rules and along with them the new definitions of 'execution' and 'implementation' enabling UNDP to fully implement the new Common Country Programming Procedures resulting from the UNDG simplification and harmonization initiative. Considering this decision this UNSDCF 2018 -2024 together with UNDP CPD concluded hereunder constitute a project document as referred to in the SBAA.
- b) With the United Nations Children's Fund (UNICEF) a Basic Cooperation Agreement (BCA) concluded between the Government and UNICEF on 24th December 1993.
- c) With the Office of the United Nations High Commissioner for Refugees (UNHCR) a Country Co-operation Agreement concluded between the Government and UNHCR on 10th August 1993.
- d) With the United Nations Population Fund (UNFPA), a Country Co-operation Agreement concluded between the Government and UNFPA on 17th October 2008.
- e) With UNIDO the Agreement between the Government of Rwanda for the establishment of the UNIDO Office as established on 14 February 1977.
- f) With the Food and Agriculture Organization of the United Nations the Agreement for the opening of the FAO Representation in Rwanda on 23rd April 1985.
- g) For all agencies: Assistance to the Government shall be made available and shall be furnished and received in accordance with the relevant and applicable resolutions and decisions of the competent UN system agency's governing structures [UNDP, UNICEF, UNHCR, WFP, UNFPA, UNIDO, FAO, WHO, UN WOMEN, UNAIDS, UNECA, IOM, IFAD, ILO, UNEP, UNESCO, UN -HABITAT, UNV, UNCTAD, ITC, UNCDF, and IAEA].

The UNSDCF 2025 - 2029 will, in respect of each of the United Nations system agencies signing, be read, interpreted, and implemented in accordance with and in a manner, that is consistent with the basic agreement between such United Nations system agency and the Host Government .

The Government will honour its commitments in accordance with the provisions of the cooperation and assistance agreements outlined in the paragraph on the Basis of the Relationship.

Without prejudice to these agreements, the Government shall apply the respective provisions of the Convention on the Privileges and Immunities of the United Nations (the “General Convention”) or the Convention on the Privileges and Immunities of the Specialized Agencies (the “Specialized Agencies Convention”) to the Agencies' property, funds, and assets and to their officials and experts on mission. The Government shall also accord to the Agencies and their officials and to other persons performing services on

behalf of the Agencies, the privileges, immunities and facilities as set out in the cooperation and assistance agreements between the Agencies and the Government.

Also, it is understood that all United Nations Volunteers shall be assimilated to officials of the Agencies, entitled to the privileges and immunities accorded to such officials under the General Convention or the Specialized Agencies Convention. The Government will be responsible for dealing with any claims, which may be brought by third parties against any of the Agencies and their officials, experts on mission or other persons performing services on their behalf and shall hold them harmless in respect of any claims and liabilities resulting from operations under the cooperation and assistance agreements, except where it is mutually agreed by Government and a particular Agency that such claims and liabilities arise from gross negligence or misconduct of that Agency, or its officials, advisors or persons performing services.

Without prejudice to the generality of the foregoing, the Government shall insure or indemnify the Agencies from civil liability under the law of the country in respect of vehicles provided by the Agencies but under the control of or use by the Government.

- (a) Nothing in this Agreement shall imply a waiver by the United Nations or any of its Agencies or Organizations of any privileges or immunities enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising of this Agreement.
- (b) Nothing in or relating to this document will be deemed a waiver, expressed or implied, of the privileges and immunities of the United Nations and its subsidiary organs, including WFP, whether under the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, as applicable, and no provisions of this document or any Institutional Contract or any Undertaking will be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.