



THE HASHEMITE KINGDOM OF JORDAN

**AGREEMENT BETWEEN**  
**THE HASHEMITE KINGDOM OF JORDAN**  
**and**  
**THE UNITED NATIONS OFFICE FOR PROJECT**  
**SERVICES**

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The present agreement is made between the Government of the Hashemite Kingdom of Jordan (hereinafter referred to as "the Government") and the United Nations Office for Project Services (hereinafter referred to as "UNOPS").

WHEREAS UNOPS, is a separate, self-financing entity established by United Nations General Assembly decision 48/501 of 19 September 1994, which provides, inter alia, services to governments, the United Nations system, international financial institutions, international non-governmental organisations and other clients;

WHEREAS UNOPS and the Government have a common desire to formally establish a UNOPS office in the city of Amman in order to facilitate UNOPS' activities and operations in the Arab States Region; and

WHEREAS the Government has agreed to host the abovementioned office and to establish its seat in the Hashemite Kingdom of Jordan.

NOW THEREFORE, UNOPS and the Government (collectively hereinafter referred to as "Parties" and individually as "Party") have agreed as follows:

### **Article 1**

1. UNOPS has established an office in the city of Amman (hereinafter referred to as "Office").

2. The Office will be headed by a Director to be appointed by the Executive Director of UNOPS, who shall define the authority and the responsibilities of the Director.



3. Members of the Office, including those recruited locally and assigned to hourly rates, and other persons performing services for UNOPS shall be recruited, assigned functions, managed and supervised by UNOPS.

## **Article 2**

In accordance with the overall mandate of UNOPS as defined from time to time by the UNOPS Executive Board, the Office will carry out the functions assigned to it by the Executive Director of UNOPS (hereinafter referred to as "UNOPS Activities"), including without limitation:

- (a) Initiating and supporting UNOPS operational activities in the Arab States region in general and Jordan in particular;
- (b) Co-operating with regional and international organizations, local authorities and civil society organizations, the private sector and other parties;
- (c) Organising international and regional conferences, workshops, seminars, training programmes, demonstration projects expert working groups and related activities to be open to participants from all United Nations Member States; and
- (d) Carrying out any other activities that may be assigned to the office by the Executive Director of UNOPS.

## **Article 3**

While paying due respect to the principles of international competitive bidding, UNOPS will attach high

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priority to the local procurement of supplies, equipment and other materials that meet UNOPS requirements in quality, price and delivery terms.

#### Article 4

1. Consistent with Article 105 of the United Nations Charter and the provisions of this Agreement, the Government shall apply to UNOPS as a subsidiary organ of the United Nations, including without limitation its Office, its property, funds and assets, and to UNOPS officials the provisions of the Convention on Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 ("General Convention") acceded to by the Hashemite Kingdom of Jordan without reservation on 3 January 1958.

2. The Government shall take any measures which may be necessary to facilitate UNOPS Activities in accordance with this Agreement. It shall, in particular, grant for this purpose the following rights and facilities:

- (a) Prompt issuance without cost of necessary visas, licences or permits;
- (b) Access to the site of work and all necessary rights of way;
- (c) Free movement within or to or from the country, to the extent necessary for proper execution of UNOPS Activities; without prejudice to UN's freedom of movement, UNOPS will comply with reasonable conditions placed by Jordanian authorities on movement in emergency circumstances;
- (d) The most favourable legal rate of exchange;

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(e) Any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;

(f) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of UNOPS, or other persons performing services on their behalf, and for the subsequent exportation of such property; and

(g) Prompt release from customs of the items mentioned in sub-paragraphs (e) and (f), above.

3. In addition to the other privileges and immunities referred to in this Article 4, the Director of the Office, as well as his/her spouse and minor children shall enjoy the same privileges, immunities exemptions and facilities as those accorded to the heads of diplomatic missions.

4. (a) Internationally recruited UNOPS officials shall be extended the privileges and immunities to which they are entitled under Articles V and VII of the General Convention.

(b) Internationally recruited persons performing services shall be accorded the privileges and immunities provided for under Article VI and Section 26, Article VII of the General Convention.

(c) Without prejudice to the above, all members of UNOPS listed in this Article 4, sub-paragraphs 4 (a) and (b) shall enjoy immunity from legal process in respect of all words spoken and written and all acts performed by them in discharging their official duties.

5. The expression "persons performing services" as used in Articles 1, 4 and 6 of this Agreement includes operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which carry out UNOPS activities, and their employees. Nothing in this

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Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

6. The names and titles of the officials and experts working for the Office shall be communicated as soon as possible to the Ministry of Foreign Affairs of the Government.

7. Privileges and immunities are granted in the interest of the United Nations and UNOPS, and not for the personal benefits of the individual concerned, and the Secretary-General may waive the immunities of any official or expert working for the Office if he/she deems that those immunities would impede the cause of justice and if they can be waived without prejudice to the interests of the United Nations or UNOPS.

### **Article 5**

Subject to the privileges and immunities of the United Nations and UNOPS, the Office shall co-operate at all times with the competent authorities in the Hashemite Kingdom of Jordan to facilitate the proper course of justice, to uphold respect for local laws and regulations and to prevent any deviation in the exercise of immunities, privileges and facilities provided for in this Agreement.

### **Article 6**

In the event of claims arising from or attributable to UNOPS's Activities under this Agreement that may be brought by third parties in the Hashemite Kingdom of Jordan against UNOPS, its officials, experts on mission and other persons performing services, the Government shall promptly inform judicial and other relevant authorities of the privileges and immunities enjoyed by UNOPS in accordance with the

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General Convention and otherwise, including by virtue of this Agreement.

### **Article 7**

Notwithstanding any provision in the General Convention to the contrary, any dispute between UNOPS and the Government relating to the interpretation and application of this Agreement shall be solved by negotiations in good faith between the Parties with a view to achieving an amicable resolution. Any dispute which cannot be so resolved shall be referred to the Minister of Foreign Affairs and the Executive Director, UNOPS for resolution.

### **Article 8**

1. The present Agreement shall enter into force with effect on the date that UNOPS is notified by the Government that all of its required constitutional procedures for the implementation of this Agreement have been duly completed and shall remain in effect until terminated in accordance with this Article 8, paragraph 2.
2. Either Party may terminate this Agreement by giving to the other Party 6 (six) months' prior written notice of its decision to terminate.
3. The obligations assumed by the Parties shall survive the termination of this Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of UNOPS' personnel, funds and property and the settlement of any contractual liabilities between the Parties.
4. Unless specifically provided for in this Agreement, this Agreement shall not cause the Government to incur any



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financial obligations as a result of hosting UNOPS offices in Jordan.

IN WITNESS WHEREOF, the undersigned duly authorised representatives of the Government of the Hashemite Kingdom of Jordan and UNOPS, have on behalf of the Parties signed the present Agreement in the Arabic and English languages, both versions being equally authentic, at Amman in the 10<sup>th</sup> of June 2008.

For the Government of the Hashemite Kingdom of Jordan:	For UNOPS
	
Name: Ayman Aamiry on behalf of Minister of Title: Foreign Affairs Director of D.I.O.R.	Name: Title: Director

