



GUYANA

This Legal Annex refers to the cooperation or assistance agreements or other agreements that are the already existing legal basis for the relationship between the Government of GUYANA and each UN organization supporting the country to deliver on the United Nations Sustainable Development Cooperation Framework (2022 to 2026).

Whereas the Government of GUYANA (hereinafter referred to as "the Government") has entered into the following relationships:

a) **With United Nations Development Programme** (hereinafter referred to as UNDP) have entered into a basic agreement to govern UNDP's assistance to the country (Standard Basic Assistance Agreement (SBAA), which was signed by both parties on **3rd May 1977**. Based on Article 1, 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. In particular, 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. In light of this decision this UNDAF

together with a work plan (which shall form part of this UNDAF and is incorporated herein by reference) concluded hereunder constitute together a project document as referred to in the SBAA [or other appropriate governing agreement¹].

b) **With the United Nations Children's Fund (UNICEF)** a Basic Cooperation Agreement (BCA) concluded between the Government and UNICEF on **3rd March 1994**.

d) **With the World Food Programme** a Basic Agreement concerning assistance from the World Food Programme, which Agreement was signed by the Government and WFP on **13th August 1970**.

e) **With regard to the United Nations Population Fund (UNFPA)**, the Basic Agreement concluded between the Government and the United Nations Development Programme on **3rd May 1977** (the "Basic Agreement") *mutatis mutandis* applies to the activities and personnel of UNFPA. This Cooperation Framework together with any work plan concluded hereunder, which shall form part of this Cooperation Framework and is incorporated herein by reference, constitutes the Project Document as referred to in the Basic Agreement.

f) **With the Food and Agriculture Organization of the United Nations** the Agreement for the opening of the FAO Representation in Guyana on **23rd November 2007**.

¹ In the countries where SBAA [or other agreement depending on country] have not been signed, the standard annex to project documents for use in countries which are not parties to the SBAA should be attached to the

Cooperation Framework. These documents together with the workplan constitute the "project document".

g) **With the International Organisation for Migration** the Cooperation Agreement of the Cooperative Republic of Guyana and the International Organization for Migration concluded between the Government of Guyana and IOM on 2nd June 2009.

h) **With UN Women** the Basic Agreement concluded between the Government and the United Nations Development Programme on 3rd May 1977 (the "Basic Agreement") *mutatis mutandis* applies to the activities and personnel of UN WOMEN. 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 UN Women's governing structures.

i) **With the United Nations Settlement Programme (UN Habitat)**, an agreement to collaborate on the development of the "Guyana Strategy for Informal Settlements Upgrading and Prevention", signed on behalf of the Government of Guyana by the Central Housing and Planning Authority, within the Ministry of Housing and Water, on 30th July 2020, amended on 20th July 2021.

For all other United Nations agencies, funds and programmes, including: the **International Atomic Energy Agency (IAEA)**; the **International Fund for Agricultural Development (IFAD)**; the **International Labour Organization (ILO)**; the **Office of the United Nations High Commissioner for Human Rights (OHCHR)**; the **International Trade Centre (ITC)**; the **Pan American Health Organisation/World Health Organisation (PAHO/WHO)**; the **Regional Economic Commission for Latin America and the Caribbean (ECLAC)**; the **Joint United Nations Programme on HIV/AIDS (UNAIDS)**; the **United Nations Conference on Trade and Development (UNCTAD)**; the **United Nations Office for**

Disaster Risk Reduction (UNDRR); the **United Nations Environment Programme (UNEP)**; the **United Nations Educational, Scientific and Cultural Organization (UNESCO)**; the **Office of the United Nations High Commissioner for Refugees (UNHCR)**; the **United Nations Industrial Development Organization (UNIDO)**; the **United Nations Institute for Training and Research Assistance (UNITAR)**; the **United Nations Regional Centre for Peace, Disarmament, and Development in Latin America and the Caribbean (UNLIREC)**; the **United Nations Office on Drugs and Crime (UNODC)**... 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.

The COOPERATION FRAMEWORK 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 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. In addition, 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 UN 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".

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 13th February 1946, the Convention on the Privileges

and Immunities of the Specialized Agencies of 21st 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.

For the Government of the Cooperative Republic of Guyana:

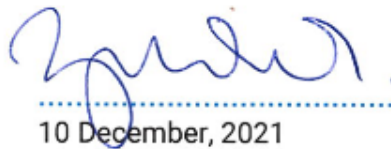
Hon. Dr. Ashni Singh,
Senior Minister in the Office of the President with responsibility for Finance:



10 December, 2021

For the United Nations:

Ms. Yeşim Oruç,
UN Resident Coordinator, Guyana



10 December, 2021