

# **COOPERATION AGREEMENT**

**between**

**the United Nations Economic Commission for Europe (ECE)**

**and**

**the Secretariat for CEI Projects at the EBRD  
(CEI Projects Secretariat)**

**on**

**Technical Support to  
the Central European Initiative (CEI)**

**COOPERATION AGREEMENT BETWEEN THE UNITED NATIONS  
ECONOMIC COMMISSION FOR EUROPE (ECE) AND THE SECRETARIAT  
FOR CEI PROJECTS AT THE EBRD (CEI PROJECTS SECRETARIAT) ON  
TECHNICAL SUPPORT TO THE CENTRAL EUROPEAN INITIATIVE (CEI)**

**Preamble**

Whereas the Central European Initiative ("the CEI") requires technical support in order to promote economic cooperation, transition and European integration for its member countries and to promote investment projects at the European Bank for Reconstruction and Development ("the Bank") and other IFIs:

Whereas the United Nations Economic Commission for Europe ("the ECE") has expertise and on-going activities with similar objectives, particularly in the following areas: environment; transport; statistics; trade, industry and enterprise development; economic analysis; energy; timber; and human settlements;

Whereas the CEI comprising 16 countries is represented for this cooperation by the Committee of National Coordinators ("the CEI CNC") and Chairperson in office:

Whereas the Government of Italy represented by the Ministry of the Treasury and the Bank entered into an Agreement on a Central European Initiative Fund ("the Fund"), signed on 14 April 1992 and amended on 23 July 1997, which is managed by the Secretariat for CEI Projects at the EBRD ("the CEI Projects Secretariat");

And whereas the Bank has been requested by the CEI to make available to the ECE an amount of 148.522 USD drawn from the Fund and following the rules of the Fund to assist the cooperation between the ECE and the CEI in project preparation and development:

The parties hereto agree as follows:

**Article 1**

The ECE will provide expert advice for specific CEI projects, without additional cost for the CEI, subject to available resources, to be selected on the basis of the specific technical and sector requirements of projects and making use of experience in similar activities in progress at ECE.

**Article 2**

All specific CEI projects to be assisted by the ECE according to this agreement will be selected jointly by the CEI CNC and the ECE Secretariat on the basis of their pre-selection of projects and priorities and in consultation with the CEI Projects Secretariat.

**Article 3**

The ECE will also provide one (1) staff member to be based in Geneva as a Technical Adviser at the ECE to work full time as a Focal Point on CEI-ECE cooperation projects ("the Focal Point").

**Article 4**

The services of Article 1, 2 and 3 will be performed by the ECE according to the attached Terms of Reference ("Schedule A").

**Article 5**

The CEI Projects Secretariat shall make available to the ECE an amount of 148,522 USD to cover the costs of the Focal Point, for a period of 12 months. This amount has been calculated on the basis of an L4 level post.

**Article 6**

This amount will also include Programme Support (13 per cent of the total disbursement for the Focal Point) and Operating Reserve (15 per cent of the total disbursement for the Focal Point, refundable). Any amounts not spent shall be reimbursed to the CEI Projects Secretariat at the end of the assignment.

**Article 7**

The mission costs for the participation of the Focal Point to specific meetings will be budgeted within individual CEI projects on the basis of the UN rules and regulations and not within the amount of Article 5.

**Article 8**

The services of the Focal Point will be used to develop CEI-ECE cooperation activities by, inter alia, providing support for the CEI in project preparation and development.

**Article 9**

The Focal Point shall be an expert in economic and international affairs, preferably with previous working experience in both the ECE Secretariat and the EBRD. Consultations regarding the qualifications and professional expertise required for this post will take place between CEI and ECE.

**Article 10**

The recruitment of the Focal Point shall be the responsibility of the ECE and shall be carried out in accordance with the established procedures of the United Nations. The contract of the Focal Point will be for one (1) year, renewable in writing, on the agreement of the parties and subject to the availability of funds. Except as the CEI Projects Secretariat may otherwise state, the Focal Point's contract shall commence as soon as possible after receipt of the amount of Article 5 and with due regard to the UN/ECE recruitment procedure.

**Article 11**

The CEI Projects Secretariat may request ad hoc consultations with the ECE regarding the progress made in implementing this Agreement and to review the priorities and the activities to be supported under this Agreement.

## Article 12

The offices responsible for the coordination of all matters related to the content of this Agreement shall be as follows:

- For the CEI Projects Secretariat:

Secretariat for CEI Projects at the EBRD  
European Bank for Reconstruction and Development  
One Exchange Square  
London EC2A 2EH  
United Kingdom  
Tel.: (0044 171) 338 6152  
Fax.: (0044 171) 338 7472

- For the ECE:

Executive Secretary  
Office of the Executive Secretary  
Palais des Nations  
CH - 1211 Geneva  
Switzerland  
Tel: (0041 22) 91 72690  
Fax: (0041 22) 91 70036

## Article 13

The arrangements provided for in this Agreement shall enter into force on the day of its signature by both parties and shall remain in force for a period of 12 months following the commencement of the Focal Point's contract (the date of which is to be advised in writing to the CEI Projects Secretariat). The Agreement may be renewed on the written agreement of both parties.

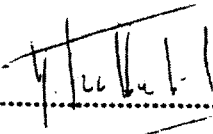
## Article 14

Immediately after signature of this Agreement, the CEI Projects Secretariat will arrange for the payment of the amount of Article 5 into the trust fund account specified by the ECE.

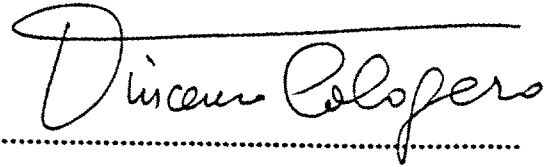
## Article 15

The ECE shall exercise the same care in the discharge of the functions described in this Agreement as it exercises with respect to the administration and management of its own affairs and shall have no further obligation or responsibility to the CEI Projects Secretariat in respect thereof.

Done in two original copies in English.



Executive Secretary  
Economic Commission for Europe (ECE)



Programme Manager  
Secretariat for CEI Projects at the EBRD

Date: 20 MAY 1995

Date: 5 MAY 1998

SCHEDULE A**TERMS OF REFERENCE****TECHNICAL COOPERATION PROJECT****REGIONAL: CENTRAL EUROPEAN INITIATIVE:  
CEI-ECE COOPERATION PROGRAMME ON EUROPEAN INTEGRATION****1. BACKGROUND**

Following a Consultative Meeting and other consultations between the United Nations Economic Commission for Europe (ECE) and the Central European Initiative (CEI) held during 1997, it has been decided that a work Programme will be set up to focus on joint objectives (and ensuing activities) of the integration of the economies in transition within the European economy. The implementation of CEI/ECE activities will provide a substantial contribution to the realisation of the three principal CEI objectives (below) within the overall CEI strategy of cohesion and solidarity in Europe:

- to promote the creation of a suitable environment conducive to investment, particularly foreign investment, in CEI countries in transition and, therefore, to strengthen their transition process;
- to strengthen cooperation among and between CEI Member States; and
- to strengthen the participation of all CEI Member States in the process of European integration.

**2. SCOPE****Types of Project Preparation Support**

The Project will focus principally on the preparation of concrete activities, programmes and projects selected from the CEI Plan of Action 1998-1999 (See Addendum 1 to the Terms of Reference, TOR). These activities and projects shall be periodically reviewed by the CEI and the type of project preparation support offered may change in the course of the work.

The Project will include project preparation, development and support to CEI (to the CEI Projects Secretariat, the CEI Executive Secretariat in Trieste, and to Working Groups) and shall utilise the ECE's expertise and technical resources.

**3. TASKS**

The Project shall be undertaken according to the submitted project proposal and budget on consultation and under the supervision of the CEI Projects Secretariat.

The ECE shall:

1. In close cooperation with the CEI Projects Secretariat, provide assistance in project preparation and development. Such assistance will be provided on issues and projects related to the following CEI member States: Albania, Belarus, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, FYR Macedonia, Hungary, Moldova, Poland, Romania, Slovak Republic, Slovenia, and Ukraine.
2. Ensure that the principal results of the one year project are:
  - (i) Contribution to project ideas and project documentation for approximately 4 main projects and 6 preliminary project proposals.
  - (ii) Participation of the CEI/ECE Focal Point in at least 4 key meetings of CEI structures.

Notwithstanding the above, in the course of the Project, the CEI Projects Secretariat may introduce new requirements and changes to the technical details. The choice and number of Projects to be considered may be reviewed in consultation with the CEI CNC.

3. Produce homogenous material related to project preparation and development in order to allow CEI to use this material with the benefit of ready made visual aids, guidelines, organisers and facilitators, standards formats, invitation letters and other correspondence, etc. This material should enhance future CEI capability to compile similar material and project documentation.
4. Devise and produce project ideas and a directory of experts suitable for later transfer to the Internet system of the CEI (the CEI net). This information will be stored with suitable links and classifications as the CEI will require.

#### 4. REPORTING AND DELIVERABLES

1. ECE shall provide to the CEI Projects Secretariat on a half-yearly basis a progress report of the activities implemented with the support of the CEI Focal Point at ECE and a final report, after the completion of the overall project.
2. ECE shall provide technical reports to the CEI Projects Secretariat in order to document the above tasks, in particular:
  - CEI Project Opportunity Pipeline documents following procedures and requirements of the EBRD and other IFIs;
  - Directory of Experts;
  - Methodology Documents as 3.3 above; and
  - Documentation on related ECE projects and activities.
3. ECE shall provide to the CEI Projects Secretariat information updates on project preparation and development, as and when required, to inform the CEI offices, the country and sector teams of the CEI Projects Secretariat, on the content of the project contribution.

**Memorandum of Understanding between the Central  
European Initiative and the CEI - Executive Secretariat  
and  
the United Nations Economic Commission for Europe**

# MEMORANDUM OF UNDERSTANDING

*between*

**the Central European Initiative**

Regional grouping comprising 16 States in Central and Eastern Europe, represented by the CEI Chairman-in-office and the CEI - Executive Secretariat based in Trieste, Italy, represented by the Director General,

Thereinafter called CEI and CEI - Executive Secretariat (CEI-ES) respectively

*and*

**the United Nations Economic Commission for Europe**

Regional Commission of the United Nations based in Geneva, Switzerland, represented by the Executive Secretary,

Thereinafter called UN/ECE

*Considering that the cooperation within the CEI shall include inter alia the following areas<sup>1</sup>:*

- economic and technical co-operation;
- development of infrastructure in transport, energy, telecommunication, agriculture;
- strengthening the democratic institutions and observance of human rights, including the rights of persons belonging to national minorities as well as humanitarian matters;
- protection of human environment;
- co-operation in the field of science and technology, media, culture, education, youth exchange, tourism;
- cross-border and interregional co-operation;
- consultations on political matters of mutual interest;

and shall aim at implementing the comprehensive CEI strategy as defined in the "Sarajevo Declaration", adopted by the CEI Summit, Sarajevo, 29 November 1997;

*Considering also that the CEI Member State which chairs the CEI is supported by the CEI - Executive Secretariat<sup>2</sup> which operates in accordance with the Guidelines for Operations of the CEI-ES, specifying its mandate;*

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<sup>1</sup> Guidelines for Activities and Rules of Procedure of the Central European Initiative, Art. 3

<sup>2</sup> Guidelines for Activities and Rules of Procedure of the Central European Initiative, Art. 11

*Considering that the mandate and aims of the UN/ECE include the following principles contained in the ECE Plan of Action adopted at its 52nd jubilee session:*

- to support activities which are initiated by sub-regional groupings and which relate to the ECE areas of expertise;
- to facilitate the dissemination and implementation of ECE norms and conventions through cooperation with sub-regional groupings;
- to develop further the cooperation with organisations which have specific activities or projects in the same field of work and in the same countries as ECE, on the basis of comparative advantages. This include activities supported by financing institution such as EBRD, World Bank, European Investment Bank and UNDP;
- to provide a forum for dialogue aimed at bringing about a better understanding of different aspects of the transition process and for the negotiation of normative frameworks in these areas;
- to involve the private sector in its activities, taking particular account of the development of the business sector in countries in transition;
- to further diversify its activities and methods designed to assist the integration of Central and East European countries into the European and world economies especially through seminars, workshops and advisory services in such fields as economic analysis, statistics, transport, environment, human settlements, population, trade facilitation, investment promotion and energy;

**The CEI, supported by the CEI - Executive Secretariat, will:**

- keep the UN/ECE informed of its current and planned activities of common interest to both organisations. in particular those relating to:
  - the country specific strategies
  - trade and transport facilitation
  - small and medium enterprises
  - transport
  - environment
- secure continuous interaction between UN/ECE and the CEI Working Groups/Project Groups and the Secretariat for CEI Projects at the EBRD
- exchange information, publications and workprogrammes, as well as schedules of meetings so as to secure UN/ECE attendance at the meetings of mutual interest;
- give public information coverage to those meetings or activities organised jointly by the UN/ECE and the CEI;
- make arrangements in concert with the UN/ECE regarding the appointment of a UN/ECE staff member who shall act as "focal point" for cooperation with the CEI, its Executive Secretariat, the Secretariat for CEI Projects at the EBRD (CEI/EBRD Secretariat) and the various Working/Project Groups. The function of the focal point will start as soon as appropriate financial resources covering also support costs are made available to the UN/ECE by the EBRD through its Secretariat for CEI Projects and recruitment of the focal point is completed in accordance with UN rules and regulations. Its terms of reference are specified in

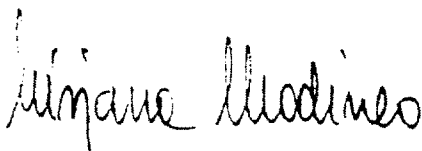
the relevant Cooperation Agreement between the UN/ECE and the CEI/EBRD Secretariat on Technical Support to the CEI. Any other financial implications of the cooperation agreed upon will be the subject of separate agreements.

**The UN/ECE will:**

- within the limits of its own resources and in line with the policy of the Commission and the Economic and Social Council make available its expertise especially in the fields of economic analysis, statistics, environment, energy, transport, trade facilitation and enterprise development;
- make available the ECE conventions, norms and standards, as well as other technical knowledge relevant for the agreed areas of cooperation;
- invite the CEI, through the CEI - Executive Secretariat to take part in the UN/ECE meetings of mutual interest;
- provide advisory services and professional support to the CEI Working/Project Groups within the limits of its own resources;
- secure synergies between its cooperation with the CEI and other subregional groupings and special initiatives.
- meet the requirements specified in the cooperation agreement between the UN/ECE and the CEI/EBRD Secretariat related to the use of the CEI Italian Trust Fund at the EBRD, and aimed at the development of CEI project ideas into bankable projects.

The Memorandum of Understanding will be renewed each year by tacit Agreement unless either Party advises otherwise in writing.

For the CEI Presidency:



For the UN/ECE:



For the CEI-Executive Secretariat:

