

## ORIGINAL 1

AGREEMENT UNDER THE PROGRAMME OF THE  
UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

Agencies: World University Service of Canada (WUSC)  
Relief & Rehabilitation Commission (RRC)

Title: The Hand-over of Non-expendable Property to the  
Government of the People's Democratic Republic of  
Ethiopia

Effective: From: 1 April 1988  
to : 30 April 1988

AN AGREEMENT made between the Government of the People's Democratic Republic of Ethiopia represented by the Relief and Rehabilitation Commission (hereinafter referred to as the "the Government") of the first part, and the United Nations High Commissioner for Refugees (hereinafter referred to as "the High Commissioner") of the second part and the World University Service of Canada (WUSC) (hereinafter referred to as the "Agency") of the third part, to determine the future use and/or ownership of non-expendable property which has been acquired under projects 87/TF/ETH/LS/1 and 84-86/EP/ETH/EM/1/RET and related projects and which is no longer required for continued activities under those projects.

WHEREAS the agreements governing projects 84-86/EP/ETH/EM/1/RET and 87/TF/ETH/LS/1 have terminated and provision has been made in those Agreements for the transfer of assets and activities to the Government;

WHEREAS the Agreement governing project 87/TF/ETH/LS/1 stipulated that the Agency will prepare an operational plan intended to increase participation of the various Government specialised agencies and to ensure phased hand-over of responsibilities;

WHEREAS during the period 1 June 1987 to 31 March 1988 the Agency assumed temporary ownership of all expendable and non-expendable property, including vehicles, purchased out of the High Commissioner's contribution for the above-mentioned projects;

WHEREAS non-expendable property is defined as any item of property or equipment which has a purchase price of US\$ 500 or its equivalent at the UN official rate of exchange and with an anticipated serviceable life of at least five years;

WHEREAS the agreements governing the above-mentioned projects state that the future use and/or ownership of any non-expendable property which is no longer required: within the project shall be decided, in all cases, by written agreement between the parties to the aforementioned agreement. Notwithstanding this, the ownership of non-expendable property procured from UNHCR project funds or in-kind contributions to UNHCR always remain ultimately UNHCR property;

IT IS THEREFORE HEREBY AGREED THAT:

1. The non-expendable property including vehicles, acquired under projects 87/TF/ETH/LS/1 and 84-86/EP/ETH/EM/1/RET will be redeployed to other UNHCR programmes in accordance with the inventory lists attached as Annexes A and B.

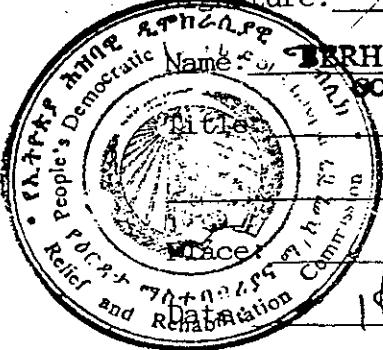
2. The non-expendable property not redeployed to other UNHCR programmes will be handed over to the Government in accordance with the inventory lists attached as Annexes A, C, D and E;
3. The Government will determine the governmental or non-governmental agency to which such property can be appropriately assigned to further benefit the population in southern Hararge Region where the above-mentioned projects have been implemented. Among this population will be a significant number of former returnees who have reintegrated into their communities;
4. The Agency will negotiate with the Government its future use beyond 30 April, 1988 of non-expendable property handed over to the Government during the effective period of this agreement;
5. The Agency will comply with the hand-over periods stipulated in Annex A for the transfer of non-expendable property. These set periods have taken into consideration the liquidation period for commitments as stated under project 87/TF/ETH/LS/1;
6. UNHCR, in view of its ultimate ownership of non-expendable property, retains the right to redeploy any or all of the property handed over to the Government after due notice to the Government of its intention to do so;
7. The property handed over to the Government will be utilised to sustain activities in continuation of the project or associated activities as stated in paragraph 3 above or in strictly humanitarian fields;
8. The Government undertakes to maintain the property in a serviceable condition and meet all recurrent operating and servicing costs. Provision will therefore be made in the budgets of the appropriate Government department to meet such immediate and recurrent costs by their inclusion in current and future fiscal years' budgets.
9. UNHCR will endeavour to attract other funding agencies to enable the Government to meet the operating and servicing costs of the property.
10. Representatives of the parties to this Agreement will undertake a physical check of the assets listed in Annexes A, B, C, D and E prior to their hand-over. The non-involvement by any party in such a check shall be taken as that party's acceptance of the property on an "as is, where is" basis;
11. UNHCR will neither accept any current or future liability to meet future operating costs when the property is not redeployed to other UNHCR programmes, nor liability for compensation for the death or disability or other hazards which may be suffered during the future use of the property;

- 12. All annexes referred to in this Agreement shall be considered as an integral part of this Agreement;
- 13. This Agreement shall be effective during the period indicated on the first page of this Agreement;
- 14. IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have on behalf of the parties hereto signed this Agreement at the place and on the day and year below written.

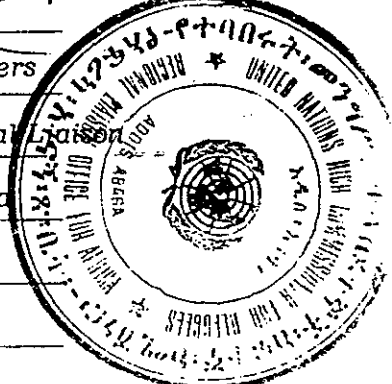
FOR  
THE GOVERNMENT OF THE PEOPLE'S  
DEMOCRATIC REPUBLIC OF ETHIOPIA

FOR  
THE UNITED NATIONS HIGH  
COMMISSIONER FOR REFUGEES

Signature: [Signature]  
Name: BERHANU JEMBERE  
          COMMISSIONER  
Place: \_\_\_\_\_  
Date: 18 April 88



Signature: [Signature]  
Name: Albert Alain Peters  
Title: UNHCR Regional  
          Representative for Africa  
Place: Addis Ababa  
Date: 4 April 1988



FOR  
THE WORLD UNIVERSITY SERVICE  
OF CANADA

Signature: [Signature]  
Name: SARITA VERMA  
Title: DIRECTOR  
Place: Addis Ababa  
Date: 5 April 1988

