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UNITED NATIONS
HIGH COMMISSIONER
FOR REFUGEES



NATIONS UNIES
HAUT COMMISSARIAT
POUR LES RÉFUGIÉS

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ZA IZBEGLICE

Délégation pour la Yougoslavie

Proleterskih Brigada 58
11000 Belgrade
Federal Republic of Yugoslavia

ЈУГОСЛОВЕНСКИ ЦРВЕНИ КРСТ
Савезни одбор
Бр. 08-11/144
28.8. 2000 год.
БЕОГРАД

AGREEMENT ON TRANSFER OF OWNERSHIP OF UNHCR ASSETS

BETWEEN: YRC – Yugoslav Red Cross
(hereinafter referred to as "Recipient")

AND: **THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**
(hereinafter referred to as "UNHCR")

(both hereinafter referred to as "The Parties")

IN RESPECT OF ASSETS ACQUIRED UNDER PROJECT(S)/OTHER ACCOUNT(S)

PROJECT: 96/YU/YUG/CM/270

EFFECTIVE DATE: 15 August 2000

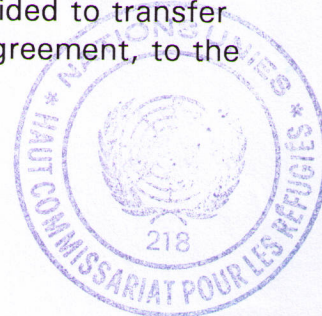
PREAMBLE

THIS AGREEMENT defines the procedures for the transfer of ownership at the end of a project, or whenever applicable, and for the use thereafter, of assets, defined as any item of property or equipment purchased under project(s)/other account(s) financed by UNHCR, as per the attached list of assets;

GIVEN that the Recipient has a humanitarian, non-profit purpose consistent with the objectives and mandate of UNHCR and the Recipient's pursuit thereof would be enhanced by the transfer of the stipulated assets;

AND GIVEN that UNHCR, after examination of the criteria for the redeployment of the equipment to other UNHCR sponsored projects, has decided to transfer the ownership of assets specified in the attached list to this Agreement, to the recipient;

IT IS HEREBY AGREED by the parties:



Article I. TRANSFER OF PROPERTY

1. Subject to Section 2. of this Article, UNHCR shall transfer to the Recipient UNHCR's entire right and interest in and to all property (hereinafter referred to as: Assets) specified in the list attached to this Agreement.
2. The Recipient shall use the assets for solely humanitarian endeavours and any subsequent disposal of assets, whether by sale or donation, shall be for the exclusive benefit of comparable humanitarian interest in the country. In the event of any breach of this provision, the Recipient may be liable to UNHCR for compensatory damages equivalent to the value of assets on the effective date of this Agreement.

Article II. CESSATION OF RIGHTS AND RESPONSIBILITIES

1. Upon the effective date of this Agreement, all UNHCR's rights in, and responsibility for, the assets shall cease.
2. UNHCR shall revoke any license or registration record in which UNHCR is the registered owner or operator.
3. UNHCR shall cancel any insurance still in force at the time of the transfer to the recipient, unless, under terms agreed with the Recipient and the insurer, such insurance shall remain in force until its expiry.

Article III. SERVICEABILITY

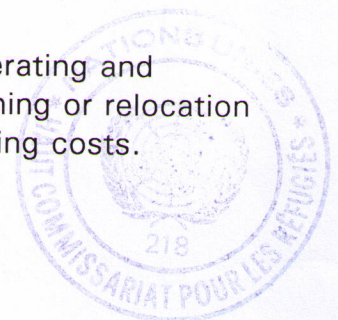
UNHCR shall transfer the ownership of the assets on an "as is, where is" basis and makes no representations or warranties for the fitness or title thereof. If repair or servicing of the assets is required before it can be put fully into use, the Recipient will bear the costs of such repair or servicing.

Article IV. ANCILLARY ITEMS

UNHCR shall transfer the ownership to the recipient, prior to, or at the same time as the physical hand-over of the assets themselves, stocks or spare parts accessories, ancillary equipment or special fuel, if any, for the operation or use of the assets, as specified in the attached list.

Article V. RECURRENT COSTS

The Recipient undertakes to meet all future recurrent staff, operating and servicing cost, as well as any immediate costs of recommissioning or relocation of the property and future recurrent staff, operating and servicing costs.



Article VI. UNHCR IDENTIFICATION MARKS

The Recipient agrees to retain all UNHCR identification logos, after the transfer of ownership.

ARTICLE VII. GENERAL PROVISIONS

1. UNHCR shall not be liable for any costs, direct or indirect, or for any levies, duties or taxes that may arise from, or in connection with, the transfer of property.
2. UNHCR shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of this Agreement.
3. Nothing in this agreement shall be deemed a waiver, expressed or implied, of any privileges or immunities enjoyed by UNHCR.
4. Any dispute, controversy or claim arising out of, or in relation to, this Agreement, or any breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law. Any award rendered pursuant to this article shall be accepted as a final adjudication by the parties to which they hereby agree to be bound.

Article VIII. VALIDITY

This agreement shall become effective from the date indicated on the first page.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have on behalf of the parties hereto signed this Agreement at the place and on the date stated below.

FOR THE RECIPIENT

Signature



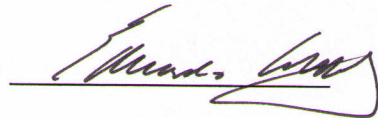
Name: _____

Title: _____

Place: _____

FOR THE UNITED NATIONS HIGH
COMMISSIONER FOR REFUGEES

Signature



Name: Eduardo Arboleda

Title: Deputy Representative

Place: Belgrade



LIST OF ASSETS ATTACHED TO AGREEMENT ON TRANSFER
OF OWNERSHIP OF UNHCR ASSETS

UNHCR: YUG – Yugoslavia

Agreement number: 02/2000

Item 1

Barcode: 269343

Description: Computer desktop 486

Admin/project code: 96/YU/YUG/CM/270

Unit cost (USD): 1618.00

Item 2

Barcode: 269344

Description: Computer desktop 486

Admin/project code: 96/YU/YUG/CM/270

Unit cost (USD): 1618.00

Item 3

Barcode: 269346

Description: Computer desktop 486

Admin/project code: 96/YU/YUG/CM/270

Unit cost (USD): 1618.00

Item 4

Barcode: 269348

Description: Computer desktop 486

Admin/project code: 96/YU/YUG/CM/270

Unit cost (USD): 1618.00

Item 5

Barcode: 269351

Description: Computer desktop 486

Admin/project code: 96/YU/YUG/CM/270

Unit cost (USD): 1618.00

Item 6

Barcode: 269352

Description: Computer desktop 486

Admin/project code: 96/YU/YUG/CM/270

Unit cost (USD): 1618.00



Item 7

Barcode: 269345
Description: Printer Matrix FX-1170
Admin/project code: 96/YU/YUG/CM/270
Unit cost (USD): 784.00

Item 8

Barcode: 269347
Description: Printer Matrix FX-1170
Admin/project code: 96/YU/YUG/CM/270
Unit cost (USD): 784.00

Item 9

Barcode: 269349
Description: Printer Matrix FX-1170
Admin/project code: 96/YU/YUG/CM/270
Unit cost (USD): 784.00

Item 10

Barcode: 269350
Description: Printer Matrix FX-1170
Admin/project code: 96/YU/YUG/CM/270
Unit cost (USD): 784.00

Item 11

Barcode: 269353
Description: Printer Stylus Color II
Admin/project code: 96/YU/YUG/CM/270
Unit cost (USD): 745.00

Item 12

Barcode: 269354
Description: Printer Stylus Color II
Admin/project code: 96/YU/YUG/CM/270
Unit cost (USD): 745.00

